



DeKalb County

G E O R G I A

DeKalb County
WorkSource DeKalb

March 19, 2018

REQUEST FOR QUOTATIONS (RFQ) NO. 03191.8-FLAPST-1.6

**SERVICES AND INSTRUCTION FOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH SERVICES**

FINANCIAL LITERACY AND POST-SECONDARY TRANSITION

CONTRACT PERIOD: APRIL 1, 2018 THROUGH MARCH 31, 2019

For Information: Latanya Lowery
Phone: (404) 371-3038
Email: llowery@dekalbcountyga.gov

Pre-Bid Conference: Friday, March 23, 2018 at 2:00 P.M.
WorkSource DeKalb
774 Jordan Lane, Building 4
Decatur, Georgia 30033

Deadline for Submission of Questions: 10:00 A.M. ET, Friday, March 30, 2018
Deadline for Receipt of Quotations: **10:00 A.M. ET, Friday, April 6, 2018**

Note: All Budget/Cost information must be provided in a separate, sealed envelope. Do not include Budget/Cost information in the Quotation.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ TO WORKSOURCE DEKALB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

Babble Notice

IMPORTANT! This document contains **important information** about your rights, responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. **Call WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** for assistance in the translation and understanding of the information in this document.

Spanish: ¡IMPORTANTE! Este documento contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. **Llame al WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** para pedir asistencia en traducir y entender la información en este documento.

Chinese – Traditional:

重要須知! 本文件包含**重要資訊**，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。**請致電 WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** 洽詢翻譯及理解本文件資訊方面的協助。

Vietnamese: LƯU Ý QUAN TRỌNG! Tài liệu này chứa **thông tin quan trọng** về quyền hạn, trách nhiệm và/hoặc quyền lợi của quý vị. Việc hiểu rõ thông tin trong tài liệu này là rất quan trọng, và chúng tôi sẽ cung cấp miễn phí cho quý vị thông tin này bằng ngôn ngữ mà quý vị ưa dùng. **Hãy gọi WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** để được hỗ trợ về việc thông dịch và hiểu thông tin trong tài liệu này.

Tagalog: MAHALAGA! Naglalaman ang dokumentong ito ng **mahalagang impormasyon** tungkol sa iyong mga karapatan, responsibilidad at/o benepisyo. Napakahalaga na nauunawaan mo ang impormasyong nakapaloob sa dokumentong ito, at ibibigay namin nang libre ang impormasyon sa pinili mong wika. **Tumawag sa WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** upang humingi ng tulong sa pagsasalang-wika at pag-unawa sa impormasyong nasa dokumentong ito.

French : IMPORTANT! Le présent document contient **des informations importantes** sur vos droits, vos responsabilités et/ou vos avantages. Il est essentiel que vous compreniez les informations figurant dans ce document, et nous vous fournirons gratuitement les informations dans la langue de votre choix. **Appelez au WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** pour obtenir de l'aide pour la traduction et la compréhension des informations contenues dans le présent document.

Haitian Creole: ENPÒTAN! Dokiman sa a gen **enfòmasyon enpòtan** ladan konsènan dwa, responsablite ak/oswa avantaj ou yo. Li ap vrèman enpòtan pou ou konprann enfòmasyon yo ki nan dokiman sa a, epi n ap ba ou enfòmasyon sa yo nan lang ou prefere a gratis. **Rele WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** pou jwenn asistans pou tradui ak pou konprann enfòmasyon ki nan dokiman sa a.

Portuguese: IMPORTANTE! Este documento contém **informações importantes** sobre os seus direitos, responsabilidades e/ou benefícios. É essencial que compreenda as informações constantes neste documento, as quais disponibilizaremos, gratuitamente, na língua à sua escolha. **Contacte o número WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** para solicitar ajuda para traduzir e compreender as informações contidas neste documento.

Arabic

مهم! يحتوي هذا المستند على **معلومات مهمة** حول حقوقك ومسؤولياتك و/أو فوائدها. من الأهمية بمكان فهم المعلومات الواردة في هذا المستند، وسنوفر المعلومات بلغتك المفضلة دون تحميلك أي تكلفة. **اتصل على الرقم WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** للحصول على مساعدة في ترجمة المعلومات الواردة في هذا المستند وفهمها.

Russian: ВАЖНО! В настоящем документе содержится **важная информация** о ваших правах, обязанностях и/или преимуществах. Крайне важно, чтобы вы поняли информацию, содержащуюся в данном документе, а мы бесплатно предоставим вам эту информацию на выбранном вами языке. **Позвоните по телефону WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** для получения помощи в переводе и понимании информации, содержащейся в данном документе.

Korean: 중요! 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 **중요한 정보**를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. **WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** 로 전화하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.



DeKalb County
G E O R G I A
DeKalb County
WorkSource DeKalb

March 19, 2018

Request for Quotation NO. 03191.8-FLAPST-1.6

DeKalb County, Georgia is requesting a quotation for the following:

**SERVICES AND INSTRUCTION FOR
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH SERVICES**

I. Scope of Services:

See Attachment A.

II. Sample County Contract

The attached sample contract is the County's standard contract document (see Attachment I), which specifically outlines the contractual responsibilities. All Responder(s) should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Responder(s) quote. Since proposed revisions may result in a quote being rejected if the revisions are unacceptable to the County, Responder(s) should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after awarded

III. Due Dates:

- A. Questions are due on or before 10:00 a.m. EST on Friday, March 30, 2018.
- B. **Quotes are due on or before 10:00 a.m. EST on Friday, April 6, 2018.**

IV. Submittal Requirements:

- A. All questions and quotations must be submitted to Latanya Lowery via email at llowery@dekalbcountyga.gov by the respective dates and times specified above.

- B.** Responder(s) must complete and submit the following documents as part of the quotation submittal: 1) Quote Form (Attachment B); 2) Reference Check and Release Form (Attachment C); 3) Reference Check and Release Form Subcontractor (Attachment D if applicable); 4) Contractor Affidavit (Attachment E); 5) Contractor Affidavit Subcontractor (Attachment F if applicable); 6) Contractor Affidavit Sub-Subcontractor (Attachment G if applicable); and 7) Financial Capability Form (Attachment H).
- C.** Responder(s) must submit the proposal clearly identifying each section representative of the requested attachment and, if applicable, any supplemental information directly related to the proposal.

V. Financial Capabilities:

See Attachment H.

VI. Business License Requirements:

Business License requirements include, but are not limited to, a copy of its current, valid business license, a certificate of authority to transact business in the state of Georgia and, if applicable, a copy of a valid professional license.

VII. Assurances and Certifications Requirements:

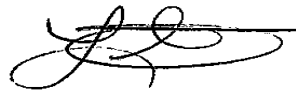
See Attachment I.

VIII. Insurance Requirements:

Insurance requirements are included in the sample County contract.

Thank you for your interest in doing business with DeKalb County.

Sincerely,



Latanya Lowery
Workforce Development Manager
WorkSource DeKalb

Enclosures:

Attachments A, B, C, D, E, F, G, H, I and J

Attachment A

Scope of Services – Financial Literacy and Post-Secondary Transition

The Financial Literacy and Post-Secondary Transition workshop will teach participants the knowledge and skills they need to achieve long-term financial stability. The Financial Literacy workshop will provide learning activities to support the participants' ability to create budgets, initiate checking and savings accounts with traditional and online banking institutions; and make informed financial decisions. Additionally, participants will learn how to effectively manage spending, credit, and debt allocation, including student loans, consumer credit, and credit cards. Workshop material will also address the significance of credit reports and credit scores, consumer credit rights with special focus on credit and financial information. The Financial Literacy workshop will teach participants how to determine the accuracy of a credit report, how to correct inaccuracies, and how to improve or maintain good credit. Lastly, the Financial Literacy module will educate participants on ways to protect themselves from identity theft, how to resolve cases of identity theft, and other ways to understand their rights related to personal identity and financial data. The Post-Secondary Transition workshop will provide participants with experiences designed to prepare them for transition to postsecondary education and training.

The Post-Secondary Transition Module Activities will educate participants on the requirements and pre-requisites for college; provide experience in completing a college application; teach techniques for searching and applying for scholarships and grants; provide financial aid counseling and understanding the process; and offer information and alternatives to the traditional four (4) year college pathway with exposure to short-term occupational skills training and two (2) year colleges.

The main goal of the workshop is to provide strategies to implement various approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health, plan for education continuation, and provide a stable financial foundation by using high quality, age-appropriate, and relevant techniques and channels. The purpose is to increase the knowledge base of each participant so that the instructed skills can be transferred into real life applications. Therefore, all training workshops are to be led by a competent and knowledgeable instructor that will mix the use of technology, lecture, exercises and instruction to provide the necessary tools for increased course material retention.

The successful respondent's module will use vendor-provided printed materials to develop booklets and training materials to be distributed to each training attendee, a PowerPoint or similar presentation to be used by the instructor(s), as well as implement the use of technology in the learning module. Each training session will run for a consecutive three (3) hours. The curriculum will be delivered mainly through technology driven lecture and class exercises. The mode of the proposed program will be highly participatory, interactive, allowing for extensive sharing of hands-on experience and best practices between participants in a form of:

- ✓ The use of technology
- ✓ Handouts and other training materials
- ✓ Interactive participation in learning activities and discussions
- ✓ Presentations

It is expected that at the end of each session, the successful respondent will provide a report summarizing the overall participant activity. (*# of attendees, # of workshops held, pre & post learning assessments, participant satisfaction surveys, etc.*)

The successful responder will also implement the following activities within each workshop:

1. Provide workshop materials appropriate for the target audience served. The target audience demographic includes participants:
 - a. Ages 14-24
 - b. Educational levels ranging from middle school to college
2. Ensure that each participant is knowledgeable on the training curriculum.
3. Possess proper equipment, such as a laptop, projector, etc., for PowerPoint presentations during each workshop.
4. Utilize personal printing resources to create training materials.
5. Prepare a workshop agenda.
6. Coordinate with appropriate WorkSource DeKalb personnel to devise a training schedule.
7. Provide an advance copy of training materials to appropriate WorkSource DeKalb personnel.
8. Facilitate workshops between Saturday, April 21, 2018 and Monday, July 30, 2018 with the anticipation of the bulk of training sessions being scheduled for Saturdays between 9:00 a. m. and 4:00 p. m.
9. Provide at least two (2) trainers per workshop.
10. Submit all invoices for payment on weekly basis, beginning Friday, April 27, 2018, pending training sessions have been completed.
11. Must not exceed a budget of \$23,500.00, with the understanding that the cost per participant will not exceed \$117.50 per participant.

All training sessions will be facilitated at WorkSource DeKalb located at 774 Jordan Lane, Building 4, Decatur, Georgia 30033. The anticipated number of participants is 200. WorkSource DeKalb is sole responsibility for participant referrals. Additionally, WorkSource DeKalb will work with the selected Contractor and participants to confirm the training dates and times for the duration of the contract. Funding for this project is contingent on funds availability. WorkSource DeKalb reserves the right to reduce or limit the number of workshops conducted based on the availability of funds which may be reduced by legislation, sequestration, “government shutdown” or other circumstances beyond the control of the department.

Attachment B – QUOTE FORM

Responder(s) Name
& Title: _____

Phone Number: _____

Responder(s) Email: _____

This budget and cost analysis is provided for initial budget planning purposes only. Available funds are an estimate. The Contractor may be required to work with WSD to develop a more refined budget. If you are submitting a quote form for multiple options, each project will need a separate quote form.

PROPOSED TOTAL # OF YOUTH SERVED: 200

	CATEGORY	YEAR 1		YEAR 2		TOTAL BUDGET	
		BUDGET	IN KIND	BUDGET	IN KIND	BUDGET	IN KIND
1	Staff Salaries						
2	Staff Fringes						
A.	Total Personnel (Add 1 & 2)						
3	Staff Training, Conferences, and Travel						
4	Communications						
5	Facilities						
6	Insurance						
7	Operating Supplies						
8	Equipment						
9	Subcontractors						
10	Client Education and Training						
11	Client Work-Based Learning						
12	Client Support Services						
13	Miscellaneous Direct						
B.	Total Direct Costs (Add 1-13)						
14	Indirect Costs						
C.	Total Indirect Costs (List 14)						
15	Profit						
D.	Total Profits (List 15)						
	Budget Total (Add B, C, & D)						

Quote Statement:

I, the undersigned, certify that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, equipment, or services, and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this quote, and certify that I am authorized to sign this quote for the Responder(s).

Authorized Signature

Name of Responder(s)

Name of Authorized Signer (Typed or Printed)

Date

Attachment C

REFERENCE CHECK AND RELEASE FORM

List below at least four (4) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation. References must be current, have business transactions within the past twelve (12) months from the date this project submission, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFQ.

Signed	Title
Company Name	Date

Attachment D

REFERENCE CHECK AND RELEASE FORM (SUB-CONTRACTORS)

List below at least four (4) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of services listed in the solicitation. References must be current, have business transactions within the past twelve (12) months from the date this project submission, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFQ.

Check this box and sign below if this page is inapplicable.

Signed	Title
Company Name	Date

Attachment E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Responder(s) submitting a quote, contractor, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Responder(s)

Identification Number

Printed Name of Authorized Officer or Agent

Company Name & Address (do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

Attachment F

CONTRACTOR AFFIDAVIT – SUBCONTRACTORS

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Check this box and sign below if this page is inapplicable.

BY: Authorized Officer or Agent

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Responder(s)

Identification Number

Printed Name of Authorized Officer or Agent

Company Name & Address (do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

Attachment G

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Check this box and sign below if this page is inapplicable.

BY: Authorized Officer or Agent

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Responder(s)

Identification Number

Printed Name of Authorized Officer or Agent

Company Name & Address (do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT H

FINANCIAL CAPABILITY FORM

I. Fiscal Controls

Briefly describe the accounting system and internal control utilized in assuring fiscal accountability. Specify method of accounting used. Indicate if there is an approved indirect cost rate for this organization. Attach to this form a copy of the indirect cost rate approval letter, if applicable.

II. Audit

Indicate if this organization is subject to the Single Audit Act_____.

Attach to this form a letter from your auditor which confirms that your organization has a financial system in place that provides for acceptable internal controls and contract compliance of applicable laws and regulations. The letter should specifically address the fact that federal and state taxes are completed on a regular basis.

III. Financial Capability

Provide a copy of the organization's most recent financial statements for the last 3 years or audit that clearly shows cash reserves or liquid assets to be used for activity start-up costs.

IV. If the Service Provider is a corporation, the corporation and its affiliates must be properly registered with the Secretary of State's Office. Attach a copy of registration certificate.

V. (For Profit Bidders) Local Business License Number: _____

City/County of License: _____

VI. State Unemployment Insurance Tax Number (DOL Acct. Number)_____.

ATTACHMENT I

ASSURANCES AND CERTIFICATIONS

I. The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.

II. As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.

- (i) Certification Regarding Lobbying (29 CFR Part 93)
- (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- (iii) Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
- (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (v) Primary Covered Transactions (29 CFR Part 98)
- (vi) Standard Assurances For Non-Construction Programs

All recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances.

All grants, Memorandum of Understanding or Agreement, provider agreements or any other formal contract paid in full or in part with WIOA Title IB funds must contain the following assurances or, at a minimum must be referenced.

A. Certification Regarding Lobbying

As the duly authorized representative, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Certification Regarding Drug-Free Workplace Requirements

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;
8. Making a good faith effort that the Contractor and provider worksites maintain a drug- free workplace through implementation of paragraphs (1)-(7).

C. Nondiscrimination And Equal Opportunity Assurance

1. As the duly authorized representative the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - (i) WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
 - (ii) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- (iv) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- (v) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

- 2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As the duly authorized representative the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

E. Assurances – Non-Construction Programs

As the duly authorized representative the Contractor certifies that this agency:

- 1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
- 2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable times frames.
- 5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Innovation and Opportunity Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.

6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
 7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c. and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
 9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 10. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
 11. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.
- F. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- G. Federal Water Pollution Control Act (33 USC Sec. 1251 et seq.): Contractor agrees to comply with all applicable standards, orders or regulations of this Act if contract exceeds \$100,000.
- H. The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 29 CFR 97.36(i)(13), regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.
- I. The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.
- J. The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.
- K. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
- L. Walsh- Healy Act, 41 U.S.C. 35 et seq.
- M. Service Contract Act of 1965, 41 U.S.C. 351-58. as amended by P.L. 92-473 and P.L. 94-489.
- N. The Jobs for Veterans Act of 2002, Public Law 107-288
- O. Public Law 109-234, Salary and Bonus Limitations
- P. Georgia Security and Immigration Compliance Act of 2006 (Act 457), Chapter 300-10-1 – Public Employers, Their Contractors and Subcontractors Required To Verify New Employee Work Eligibility Through A Federal Work Authorization Program.
- Q. Whistleblower Protection: The Contractor awarded funds shall promptly refer to the US. Department of Labor Office

of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Recovery Act Sec. 1553)

R. The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 29 CFR Part 93

S. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333) (Contracts exceeding \$2,500 involving employment of mechanics/laborers; construction contracts in excess of \$2,000)

T. The requirements related to nepotism found at 20 CFR 667. Subpart B.

U. The requirement to allow access by the Federal Grantor agency, the U.S. Comptroller General, the State Grantee agency, the Sub-grantee agency, or any of their duly authorized representatives to any employees, books, document, papers and records which are directly pertinent to the provision of services under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. [29 CFR 97.36(i)(10)]

V. The requirement to retain all pertinent records for three years after the Contractor receives final payment and all pending litigation, claims, and audit findings are closed. (29 CFR 97.42, 29 CFR 95.53)

W. Government-wide debarment and suspension (29 CFR Part 98) and government-wide drug- free workplace requirements

X. For all contracts in excess of the small purchase threshold, administrative, contractual, or legal remedies where contractors violate or breach contract terms. The clause provides for sanctions or penalties, as appropriate.

Provider agrees to comply with awarding agency requirements and regulations pertaining to reporting [29 CFR 97.36(i)(7)]. In the event that the Provider performs any experimental, developmental, or research work under

the contract, Provider agrees to comply with 29 CFR 97.34 and 97.36(i)(9) pertaining to discoveries and invention patent rights and 29 CFR 97.34 and 97.36(i)(9) pertaining to copyrights and rights in data.

Provider assures that he/she will comply fully with the nondiscrimination and equal opportunity provision of the Workforce Innovation and Opportunity Act; the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

In the event that the Assurances are updated, the Provider may be notified by DeKalb County. The Provider is responsible for adhering to any new Assurances regardless of receipt of notification from DeKalb County.

ATTACHMENT J

SAMPLE STANDARD COUNTY CONTRACT

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of Georgia, with offices in DeKalb County, Georgia (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and

approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all ONE STOP OPERATOR services in accordance with the County's Request for Proposals (RFP) No. 17-500428 for Workforce Innovation and Opportunity (WIOA) Act One Stop Operator, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Right to Audit The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. Successors and Assigns The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors

caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
2. Additional Insured Requirement:
 - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured

Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety,

the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce

Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

Y. **Funding Clause** The Contractor has been informed and understands that funding for this Contract is provided under the _____ Act and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the _____ Act to the _____, DeKalb County, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **W. Controlling Provisions**. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFQ; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of _____, 20____.

CONTRACTOR’S LEGAL NAME

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director Signature

County Attorney Signature

Department Director Name (Typed or Printed)
Department Name

County Attorney Name (Typed or Printed)