

LOWER CHATTAHOOCHEE WORKFORCE DEVELOPMENT AREA



PROGRAM YEAR 2020-2021

**Workforce Development One-Stop Intensive Career Services and Case Management
Training Services For
Adult, Dislocated Workers and Youth**

Lower Chattahoochee Workforce Area Fourteen (LCWDA-14)
Release Date: January 27, 2020

SOLICITATION PACKAGE/INVITATION FOR BIDS

**Workforce One-Stop Intensive Career Services and Case
Management Training Services For
Adults, Dislocated Workers and Youth**

**Proposal(s) shall be sealed and clearly marked on the package cover with Project Title and Population.
Submit one signed (1) original and three (3) complete copies of the Proposal to:**

The Columbus Consolidated Government Job Training Division, as the fiscal and procurement agent for the Lower Chattahoochee Workforce Development Board, is releasing this Request for Proposals. Programs funded as a result of this solicitation will adhere to policies and procedures outlined by WIOA and administered by the Columbus Consolidated Government Job Training Division, located at 420 Tenth Street, P.O. Box 1340, Columbus, Georgia 31902. Contact Number: 706-653-4529.

*“An Equal Opportunity/Affirmative Action Organization”
Auxiliary aids available for Individuals with Disabilities*

Request for Proposal

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LOWER CHATTAHOOCHEE WORKFORCE DEVELOPMENT BOARD
COLUMBUS CONSOLIDATED GOVERNMENT JOB TRAINING DIVISION
WORKFORCE INNOVATION AND OPPORTUNITY ACT 2014

REQUEST FOR PROPOSALS

For

**WORKFORCE DEVELOPMENT ONE-STOP INTENSIVE CAREER SERVICES AND CASE
MANAGEMENT TRAINING SERVICES FOR
ADULTS, DISLOCATED WORKERS, AND YOUTH**

SECTION I. GENERAL INFORMATION

A. Introduction

The Workforce Innovation and Opportunity Act is legislation that creates a national network of statewide and locally driven workforce development systems:

- To increase the employment, retention, and earnings of workers,
- To increase occupational skill attainment
- To improve the overall quality of the workforce
- To reduce welfare dependency, and
- To enhance productivity and competitiveness

The One-Stop Delivery System is the cornerstone of this comprehensive approach to the improvement of the workforce. This system involves a variety of human services made accessible to employers and jobseekers. The goal is to improve the level of workforce development services available, while reducing the duplication of services.

The Lower Chattahoochee Workforce Development Board and Chief Local Officials of the Lower Chattahoochee Area, Local Workforce Development Area 14 (hereinafter referred to as WDA-14), have designated the Columbus Consolidated Government, Job Training Division, as the Administrator and Grant Recipient of congressional funds awarded under the Workforce Innovation and Opportunity Act). The Job Training Division is charged with the responsibility of planning, procuring, and administering programs and activities under WIOA.

B. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Lower Chattahoochee Workforce Board (LCWB) and the City of Columbus, Georgia, as Grant Recipient and Administrator of WIOA funds announce the release of Workforce Innovation and Opportunity solicitation for proposals to qualified organizations interested in providing the following services to eligible adults, dislocated workers and youth residing in the Lower Chattahoochee Workforce Development Area Fourteen (WDA 14):

The purpose of this solicitation is to seek an innovative program design for the Lower Chattahoochee Workforce Development Area that implements Career Services / Case Management training services in support of the Individual Training Account Services identified in this solicitation packet only or the following activity.

INTENSIVE CAREER SERVICES AND CASE MANAGEMENT TRAINING SERVICES PROVIDED THROUGH THE ONE-STOP SYSTEM FOR ADULTS, DISLOCATED WORKERS AND YOUTH

Program design shall be one that includes the following:

- 1) Provides case management services that include career services and development of pathways that align with the individual's interest and aptitude and develops or enhances skill sets necessary for job attainment, placement and retention in unsubsidized employment at end of training.
- 2) Develops service plans and strategies that outlines training goals and objectives leading to securing unsubsidized employment
- 3) Secures allowable worksite training with area employers with the expectation of employment outcomes for the proposed number of program participants by June 30, 2021.
- 4) Provides documented follow-up services for 12 months after completion of training and during unsubsidized employment that shall continue until expiration of the contract period.

Participants to Be Served:

Number of participants to be served: This proposal request that services be provided to 20 eligible Adults, 20 eligible Dislocated Workers and 10 eligible Youth. A combined total of fifty (50) eligible participants shall be served.

Additional Requirement

In addition to the requirements of this proposal, successful bidder(s) may be required to provide follow-up services to any carryover participants still actively enrolled as of June 30, 2021 in a similar existing training program for which training is proposed. This additional service to this carryover group, if applicable, will not count toward the number of individuals requested to be served under this proposal nor shall additional funds be allocated to the awarded contract to serve the additional carryovers. The Administrative Entity may, based upon contract negotiations, assign these carryover participants already enrolled accordingly.

The Board reserves the option to modify contracts on an "as-need" basis.

C. FUNDS AVAILABILITY

The Lower Chattahoochee Workforce Development Board (LCWDB) has set aside funding to be awarded to the selected provider to serve adults, dislocated workers and youth residing in the Lower Chattahoochee Workforce Development Area, for Program Year 2020 (July 1, 2020 thru June 30, 2021). Contract(s) awarded shall be subject to a renewal option for a period not to exceed two additional program years. Such renewal shall be based upon contract performance, availability of funds, and are contingent upon successful contract negotiations.

B. METHOD OF SERVICE AND CONTRACT TYPE

Workforce Area 14 has a decentralized method of service delivery to eligible adult, dislocated workers, and youth utilizing both public and private sector service delivery operations to assist its customers. A competitive bidding process is used to identify, recommend, and select the best possible providers for services and activities in the Local Workforce Development Area.

The type of contractual agreement called for under this solicitation as stated will be “**cost reimbursement**”.

The term “**cost reimbursement**” refers to reimbursements of payments that are made to the contracted agency for incurred actual expenses against approved line items and expense amounts contained in an approved budget that satisfies applicable cost principles.

Contracts will be cost reimbursement based, and linked to defined performance outcomes, including WIOA measures, and future funding availability, contractors’ satisfactory performance, and other factors as may be deemed appropriate and necessary.

C. ELIGIBLE BIDDERS

Proposals will be accepted from any public or private for-profit entity, private non-profit entity, government agency, community-based organizations, or educational institution that can demonstrate the capacity to successfully provide the services identified in this RFP. Proposals from consortia, partnerships or other combinations of organizations must identify one organization as the lead agency and prime contractor and must specify the assignment of subcontracting relationships. Minority and women owned businesses are encouraged to submit proposals.

D. Definitions

This proposal package is intended to identify an organization interested in providing and can offer the highest quality activities and services to individuals according to the “Specifications” contained in this Request for Proposal (RFP).

An understanding of the following terms used throughout this package may be helpful.

- 1) Solicitation – In this context, the term “Solicitation” means Request for Proposals (RFP) or Request for Quotations (RFQ), indicating that the procurement has been publicly advertised.
- 2) Offer -- The term “Offer” means the proposal submitted in response to this solicitation. “Bidder” or “Offeror” refers to the organization submitting the proposal.
- 3) WIOA -- The term “WIOA” means the Workforce Innovation and Opportunity Act of 2015 (P.L. 113-128) and any subsequent amendments.

- 4) Local Area -- The term "Local Area" means Workforce Development Area 14, comprised of Harris, Talbot, Muscogee, Chattahoochee, Stewart, Randolph, Quitman, and Clay Counties in the State of Georgia.
- 5) Career Services – The term "Career Services" refers to services that address certain soft skills and employability skills necessary to obtain, retain, and advance in employment. Examples of career services will include but are not limited to such activities as work ethics, teambuilding, communication skills, financial management basic keyboarding, resume writing, and interviewing, development of individual employment plan, counseling, workforce preparation activities, et cetera.
- 6) Board -- The term "Board" refers to the Lower Chattahoochee Workforce Development Board.
- 7) Registration -- Registration is the process of collecting information to support a determination of an individual's eligibility for WIOA programs and services.
- 8) Basic Skills Deficient --The term "basic skills deficient" means that an individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test; or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.
- 9) Literacy – The term "literacy" means an individual's ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.
- 10) Case Management – the term "case management" means the provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive individual service strategies for participants to ensure access to necessary workforce development activities and supportive services, using, where feasible, computer-based technologies; and, to provide job and career counseling during program participation and after job placement.
- 11) Dislocated Worker - individual who meets general eligibility guidelines for WIOA, e.g.
 - a) Citizenship or eligible to work
 - b) selective service registrant (if applicable)
 - c) age; and, who meet the dislocated worker definition and provides one of the following verification sources:
 - A (i) is terminated/laid off; eligible or who have received a notice of termination or layoff from employment; or,
 - (ii) (I) is eligible for or has exhausted entitlement to unemployment compensation, or (II) has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and,

- B (i) is terminated or laid off or has received notice of termination or layoff from employment as a result of any permanent closure of, or any substantial layoff of a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or,
- C self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disaster
- D displaced homemaker; or
- E (i) spouse of a member of the Armed Forces on activity duty as defined in section 101(d)(1)s of Title 10, United States Code; and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change of duty station of such member; or
- (ii) spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment

12) Adult - individual who for purposes of this RFP:

- a) Is 22 years of age or older; and,
- b) Is within local area income guidelines; and,
- c) Is a U.S. Citizen (or a lawfully admitted permanent resident alien); and
- d) Is in compliance with Section 3 of the Military Selective Service Act, if applicable

13) Youth – individual who for purposes of this RFP:

- a) Is 18 - 24 years of age; and,
- b) Is within local area income guidelines; or,
- c) Is a U.S. Citizen (or a lawfully admitted permanent resident alien); and
- d) Is in compliance with Section 3 of the Military Selective Service Act, if applicable; and
- e) Is a low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

14) End of Service – The term “end of service” means the completion of a specific WIOA program/activity/service.

15) Exit – The term “Exit” means termination or “closure” from all WIOA services. The individual has completed all scheduled WIOA Services and is not scheduled to receive any other WIOA services other than Post Follow-up.

16) Cost Reimbursement Contract - A contract format which provides for the reimbursement of allowable costs that have been identified and approved in the contract budget and are incurred in the operation of the program. Support documentation is required to justify payments of costs incurred by a contractor under this type of contract.

17) Credential. Nationally or State recognized degree or certificate or State/locally recognized credential. Credentials include but are not limited to: a high school diploma, GED or other recognized equivalent, post-secondary degrees/certificates, recognized skill standards, and licensure or state or industry-recognized certificates.

SECTION II. PREPARATION AND SUBMISSION OF PROPOSALS

Bidders are advised to read this entire solicitation before preparing their proposals. Each of the sections contains important information.

BIDS/PROPOSALS THAT DO NOT FOLLOW THE INSTRUCTIONS WILL NOT BE CONSIDERED FOR POTENTIAL FUNDING.

A. Summary and Detailed Implementation Schedule

SUMMARY IMPLEMENTATION SCHEDULE
Adults, Dislocated Workers, and Youth
Intensive Career Services and Case Management Training Services
Procurement/Implementation Schedule

Release Request for Bids			01/27/2020
Bidder's Conference		10:00 AM	02/05/2020
Proposal Deadline (date and time)	NLT	5:00 PM	03/06/2020
Administrative, Programmatic Oversight & Compliance (APOC) Committee Review and Selection			03/19/2020
Approval of Successful Bidder by WDB			03/19/2020
Notification of Award to Bidder			03/20/2020
Contract Preparation Begins			03/23/2020
Contract Executed			05/01/2020 thru 05/29/2020
Program Implementation Begins			07/01/2020

DETAILED IMPLEMENTATION SCHEDULE FOR RFP SUBMISSION, REVIEW AND AWARDS

Release Request for Bids: January 27, 2020

RFP available for download on Columbus Consolidated Government Website at www.columbusga.org/wia or for pick up at CCG Annex Job Training Division, 420 Tenth Street, Columbus, Georgia

Bidder's Questions to LCWDB: February 3, 2020

Questions submitted prior to Bidders Conference must be received at CCG Job Training Division, by 12:00 p.m., February 3rd Eastern Standard Time. **No questions will be answered prior to Bidders Conference.**

Bidder's Conference: 10:00 a.m., Wednesday February 5, 2020

Georgia Dept. of Labor Columbus Career Center
Main Conference Room (Conference Room A)
700 Veterans Parkway
Columbus, Georgia 31906

Proposals Submission Deadline Due: March 6, 2020

Must be received by 5:00 p.m. Eastern Standard Time (NO EXCEPTIONS)
Columbus Consolidated Government
Job Training Division
420 Tenth Street, 1st Floor
Columbus, Georgia 31902

Proposal Review Process Begins: March 9, 2020

Programmatic Review and Evaluation Committee: March 19, 2020

Contract Board Approval and Notification of Award – March 19-20, 2020

Contract Negotiations/Pre-Award: March 23-24, 2020

Contract Preparation and Signatures: March 25, 2020 – May 29, 2020

Program Implementation Begins: July 1, 2020

A Bidder's Conference will be held Wednesday, February 5, 2020, at 10:00 a.m. (E.S.T) in Conference Room A, Georgia Department of Labor (Columbus Career Center), located at 700 Veterans Parkway, Columbus, Georgia.

The Bidders Conference is the **only time** questions concerning the proposal and its preparation will be addressed. Questions may be submitted up to 12:00 PM Noon, February 3rd; however, no questions received will be responded to and shall only be addressed at the Bidders Conference.

After the Bidder's Conference, a complete set of minutes in addition to the questions and answers will be posted on the CCG website at www.columbusga.org/wia.

Introduction to Service Delivery Selection

Local Workforce Delivery Area 14 is in a transition period from a One-Stop delivery system that was non-competitively procured under the Workforce Investment Act (WIA) to a competitively selected One-Stop Operator under the Workforce Innovation and Opportunity Act. As the move is accomplished whereby the Operators and One-Stop sites are selected, essential services are being identified and procured and contracts finalized. Career Services options (which may be obtained through other funding services and procured as necessary) have not yet been solidified. However, career services have been identified as an essential component with many of the basic career services provided through the partners by agreement.

It is the intent that intensive career services / case management training services will be provided through the One-Stop system.

Eligibility Information

Eligible bidders are community-based organizations, educational institutions, public or private non-profit organizations, and private-for-profit businesses. Minority and women owned businesses are encouraged to submit proposals.

Submission Criteria

Deadlines for submission of proposals, as specified in the 'Implementation Timetable', must be honored if the proposing organization desires consideration. Early submission of proposals is permitted any time up to the stated deadline during normal business hours. All proposals must be submitted to the Job Training Division, Columbus Consolidated Government Annex, 420 10th Street, Columbus, Georgia 31902 no later than 5:00 PM on March 6, 2020 (NO EXCEPTIONS). Proposals must be submitted in a sealed envelope and marked, in the upper right corner: "**Proposal: Intensive Career Services and Case Management for WIOA Adults, Dislocated Workers, and Youth**"

There must be One (1) 'Original Signature' copy of the proposal and Three (3) copies of the proposal submitted. Each proposal must be clearly marked 'Original' or 'Copy'. Original packet shall be marked in manner that will distinguish it from copies (completed preferably in blue ink).

Absolutely no proposal will be accepted after the stated date and time. Modifications, changes, or adjustments may not be made once proposals have been submitted.

An offer may be withdrawn in person or in writing by a bidder, or his/her authorized representative, provided he/she has written authorization. Withdrawals will be accepted any time up to execution of a contract.

All proposals are subject to the review process described, herein. As part of the review process all bidders whose proposal scores 70 or above, may be required to make a

timed oral presentation to the Lower Chattahoochee Area Workforce Development Board's Administrative Programmatic Oversight & Compliance Committee (hereinafter referred to as APOC Committee). Those proposers required to make oral presentations will be notified of the appointed place, date, and time.

Each proposal will be reviewed and ranked using the criteria contained in Section IV of this document. The WIOA Administrative Agent and the local Workforce Development Board APOC Committee shall conduct the review of each responsive proposal submitted for consideration.

Contracts for the delivery of services shall not be let until and unless successful contract negotiations have been completed and terms and conditions have been agreed upon by all parties and a Pre-Award review of the proposer's procedures for accounting, counseling (case management), referrals and placements of applicants/participants; and accounting/financial management and records management has been finalized.

Authority to incur costs prior to contract execution is not authorized. Expenditures of organization funds for the proposed project prior to contract execution shall be at the Contractor's sole risk and liability.

Section III. Local Board Procurement Options

The Local Workforce Development Board will award contracts based on ratings and recommendations made by the APOC Committee. The Local Board in their consideration may:

- A. Reserve the right to waiver informalities and minor irregularities in offers received.
- B. Accept any item or group of items of any offer unless the offeror qualifies his offer by specific limitations.
- C. Accept other than the lowest offer and accept and/or reject all offers.
- D. Award a contract based on initial offers received, without negotiations of such offers. It is therefore, advantageous to submit initial offers on the most favorable terms from a price and content standpoint. This does not preclude the right of the Local Board to request additional information or clarification in support of written offers.
- E. Negotiate proposal content and budget items with any bidder recommended for funding.
- F. Negotiate proposed service populations with any bidder to ensure proper service is provided to respective population.

Section IV. Proposal Selection Criteria

Proposal Review Process/Selection Criteria

The Local Workforce Development Board reserves the right to accept or reject any and all proposals (bids) received as a result of this request; to negotiate with any source the Local Board deems qualified; or, to cancel and bid in part, or in its entirety, if it is in the best interest of the Local Workforce Development Area. Proposed bids that are determined by the Local Board to be acceptable, but which are not funded will be placed on a prioritized contingency list for future use should funding become available and should the request meet the needs of the Local Board.

All responsive proposals will be reviewed and ranked using the following Process and Criteria outlined.

Responsive Proposals

For a proposal to be considered for funding, it must be responsive to this Solicitation Package (Request for Proposals). A proposal is considered responsive when: 1) the required number of copies is submitted; 2) when it is in the format and order requested; and, 3) when it provides all of the information requested in this package and on the forms requested in this package.

During the determination of responsiveness, no evaluation of the content of the proposal will occur, the reviewer will only be checking to determine if the proposal is in the correct format and all requested information is provided. Proposals, which do not satisfy the responsive standards, do not qualify for consideration in the competitive evaluation.

Review Criteria

The following is the 100-point scale under which responsive proposals will be rated:

1. Degree to which proposal demonstrates an understanding of service needs and meet the service needs requested and outlined in this solicitation. (Total 10 points)
2. Experience and capability of bidder. (Total 20 points)
3. Creativity, feasibility, quality, and probable effectiveness of bidders approach. (Total 25 points)
4. Adequacy of proposed performance standards/goals and likelihood of meeting them. (Total 15 points)
5. Adequacy of staff, facilities for completing assignment successfully. (Total 15 points)
6. Proposed Cost. (Total 15 points)

In addition to the 100 possible points through the normal review process, there are five (5) additional points that will be added for local businesses (within the Local Area) that achieve a minimum score of 70 under the normal review.

PROPOSAL RATING FORM

Proposer Name:		Activity:			
Rating Criteria		Points	Rating Criteria		Points
1	Degree to which criteria proposed demonstrates understanding and provides what is requested. (Maximum of 10 points)		4	Adequacy of proposed performance standards/goals and likelihood of meeting them. (Maximum of 15 points)	
a	Did the proposer provide clear and complete answers to all questions in the Request for Proposal? Were the answers acceptable? (Maximum of 5 points)		a	Are performance standards/goals acceptable according to the minimum? (No = 0, Yes = 7)	
b	Was the response to the Request for Proposal in accordance with the format specified? (No = 0, Yes = 5)		b	Is approach designed to meet standards/goals in the specified time frame? (No = 0, Yes = 4)	
			c	Does the proposal include a plan to correct deficiencies in performance? (No = 0, Yes = 4)	
2	Experience and capability of bidder. (Maximum of 20 points)		5	Adequacy of staff, facilities for completing assignment Successfully. (Maximum of 15 points)	
a	Has the bidder any history of operating employment and training programs? (No = 0, Yes = 5)		a	Does agency have adequate staff to carry out the proposed training? (No = 0, Yes = 5)	
b	Has the proposer any history of working with the specified population? (No = 0, Yes = 5)		b	Did the agency present documentation or information that clearly indicated the staff=s qualifications to perform the proposed training? (No = 0, Yes = 5)	
c	How long has this proposer worked with employment and training programs? <1 = 1, 1-2 = 2, 2 -4 = 3, >4 = 5)		c	Are facilities accessible to target population? Are facilities adequate to accommodate proposed activity? (No = 0, Yes = 5)	
d	How successful has the proposer been in completing goals? (Maximum of 5 points)				
3	Creativity, feasibility, quality, and probable effectiveness of bidders approach (Maximum of 25 points)		6	Proposed Cost (Maximum of 15 points)	
a	Does the bidder' s methodology for providing the service appears reasonable? (Maximum of 10 points)		a	Is the participant cost reasonable? (No = 0, Yes = 5)	
b	What is the likelihood of this approach successfully meeting the needs of participants? (Maximum of 8 points)		b	Are proposed costs adequate to complete proposed program? (No = 0, Yes = 5)	
c	Is the proposer familiar with the needs of participants? Is proposer aware of barriers and problems of participants? (Maximum of 7 points)		c	Is Line item budget clear and complete? (No = 0, Yes = 5)	
Signatures		Date	Total Points Awarded Based on Rating (Max. 100)		
			Points Awarded for Local Ownership (5)		
			Total Points Awarded (Max. 105)		

Contingency List

Proposals that are not funded but are determined by the Board to be both responsive and receive a rating of 70 or more on the Proposal Rating Form, will be placed on a contingency list (prioritized) for future use should additional funding become available as a result of the de-obligation of funds from existing contracts or additional training needs identified, and should the request meet the needs of the Board at the given time.

Existence of the contingency list does not automatically dictate its use by the Board' nor does existence of a proposal on the contingency list guarantee it will be funded in the future. The Board may elect to use proposals identified on the list, if a determination is made after a review by the Program Review and Evaluation Committee and concurrence by the full Board that the highest ranking proposal on the list will meet the needs of the Local Area in terms of performance expectations, service to target populations, and/or training occupations. Should the Board make a determination that no proposal on the contingency list appears to meet the needs of the Local Area, they may elect to request additional proposals.

The Contingency List will be compiled according to category of training and population to be served. This list will be ranked within each category of training according to the score received (from highest to lowest) on the Proposal Rating Form. Those proposals ranked within each category of training will also be ranked according to level of service to target populations. The two rankings will be averaged to arrive at an overall ranking within each training category. This will be the ranking used in determining which proposals may receive funding.

Type of Contract

The basic type of contractual agreement that is called for in this proposal will be **cost reimbursement**.

- Cost Reimbursement. Under a cost reimbursement contract, payments (or reimbursement) are made for actual expenses incurred by the contractor against approved line items and expense amounts contained in an approved budget that satisfies applicable cost principles.

Deobligation of Contracts Policy

In accordance with established policy, a contract is subject to de-obligation when it fails to perform at the stated goals as contained in the Contract. This statement will be included in all contracts.

In order for the Local Area to ensure adequate progress toward the implementation of its plan and maintenance of expected performance levels; in addition to an adequate rate of expenditure against available resources, the Administrative Entity will conduct reviews on a quarterly basis. A report of these reviews will be submitted to the Board

with appropriate recommendations, if necessary. The Board has the option of accepting, modifying, or rejecting the recommendations.

If the Administrative Entity recommends de-obligation, the local board will conduct a review to determine whether de-obligation is appropriate. Based upon the board's review, if it is decided that de-obligation is appropriate the contract funds awarded may be subject to reduction to the actual level of customers enrolled.

Appeals Process

Written notification of funding decisions will be sent to the bidder(s) within seven (7) working days following funding decisions made by the Board.

Bidders not awarded a contract and wishing to appeal the decision should follow the procedures outlined below:

1. Within three (3) working days following receipt of the notification, the bidder must advise the City of Columbus Job Training Division of "intent to appeal". This notification must be in writing. The complainant must give the individual's name, position, and agency name.
2. Within five (5) working days following notification, the bidder must provide the Job Training Division with a written appeal.

The written appeal should document specific violations of specific sections of the Workforce Innovation and Opportunity Act and/or document specific instances where the decision making body was influenced (such as nepotism, conflict of interest, discrimination) which unfairly caused the aggrieved bidder to be placed at a disadvantage competitively.

3. Within fifteen (15) days following receipt of the written appeal, the Job Training Division will advise the Bidder of the date for a hearing. Hearing will be held by an impartial review panel that may consist of members of the community who are not Workforce Development Board members, City of Columbus employees, or Local Board members from other local areas.
4. Only those appeals which are valid (follow the steps outlined above) will be considered.
5. Within thirty- (30) days following receipt of the written appeal, the impartial review panel will meet to review the written appeal, the Board's response to review documents, and hear testimony.
6. Within sixty- (60) days following receipt of the written appeal, the review panel will notify the Local Board of its decision and the Local Board will notify the bidder. If the Bidder is still aggrieved following this action on the appeal, he may appeal to the Governor. This appeal should be made within ten (10) days of the Local Board's decision.

This appeals procedure should be implemented when facts substantiate a violation of the procurement process. Appeals should not be based on feeling.

Specific Fidelity Bonding Requirements

The amount of bonding required for the contract is determined by calculating the total amount of the contract by the percentage shown on the following schedule. In purchasing the bond, it may be necessary to purchase slightly more than the minimum required since some insurance companies “round off” figures to whole thousands.

The bond may be a blanket bond covering all contractor employees, or it may be a position bond, listing specific positions. If a position bond is used, the positions bonded should be those persons handling funds. Positions frequently bonded are board chairpersons, directors, treasurers, and bookkeepers, varying with individual circumstances. If a position bond is used, each position scheduled must be for the minimum amount required. [Example: If a contract requires \$75,000 bonding, each scheduled position should be bonded for that amount (not scheduling three positions for \$25,000 each).]

If there is insufficient time between the points at which a bond is ordered and the date for processing a contract, a binder from the insurance agency may be used. However, the binder must include the period of coverage, the positions bonded (if it is a schedule type bond) and, the bonding company (as distinguished from the insurance agency). If a letter from the insurance agency is to be used as a binder, it must indicate the coverage is bound in definite, exact terms, such as “The bond will be issued...”, or “Coverage is bound...”, rather than phrases such as “The bond has been ordered”, “We have asked the company to issue the bond...”, etc. It is the responsibility of the Contractor to assure that a final copy of the bond or rider is received, maintained on file and appropriate copies submitted to the Job Training Division, Columbus Consolidated Government.

Once the bond and/or binder is determined correct, one (1) copy of the fidelity bond or binder will be required by the Job Training Division to be attached as an Appendix to the Contract.

Federal, State, and local government organizations need not provide bonding coverage if they have a general or blanket bond covering employee dishonesty or fraudulent actions. A copy of the bond will be required for inclusion with contract. Contracts of less than \$10,000 do not require a bond, unless advance payments (start-up) funds are requested. Startup funds will not be available under this proposal.

The Job Training Division, Columbus Consolidated Government reserves the right to modify bonding requirements that may be considered desirable or necessary to protect WIOA or Columbus Consolidated Government funds. Any clarifications, regarding bonding requirements should be directed to the Director, Job Training Division at (706) 653-4529.

FIDELITY/ASSURANCE BONDS

A Certificate of Bonding is required to cover the contracting official for financial responsibility and be in accordance with the following schedule:

Total Contract Budget	Amount of Bond
Up to \$50,000	25%
\$50,000 to \$54,999	24%
\$55,000 to \$59,999	23%
\$60,000 to \$64,999	22%
\$65,000 to \$69,999	21%
\$70,000 to \$74,999	20%
\$75,000 to \$79, 999	19%
\$80,000 to \$84,999	18%
\$85,000 to \$89,999	17%
\$90,000 to \$94,999	16%
\$95,000 to \$99,999	15%
\$100,000 to \$199,999	14%
\$200,000 to \$399,999	13%
\$400,000 and over	12%

“Total Contract Budget” refers to the total amount of money that the Columbus Consolidated Government is responsible for in connection with the award of a contract.

Section V. Introduction to Services and Activities (Basic Planning Assumptions)

A. Purpose

The purpose of this section is to provide bidders with the basic planning guidelines that are integral to WIOA funded programs and which must be considered when developing proposals.

B. General Rules and Regulations

The operation and performance of all components will be in accordance with the Workforce Innovation and Opportunity Act enacted in 2014 (P.L. 113-128) and any subsequent amendments; the USDOL Regulations 20 CFR Parts 652 and 660 through 671, OMB Omni Circular 2 CFR Chapter 1, Chapter II, Part 200, et al. ; Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A Section 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia; any interpretations published by the U.S. Department of Labor (USDOL), the State of Georgia, and any instructions issued by the Job Training Division, Columbus Consolidated Government. If new and/or amended regulations are published, all contractors will be required to operate in accordance with these mandates. All bidders are encouraged to familiarize themselves with the Workforce Innovation and Opportunity Act legislation to ensure compliance.

C. Unsolicited Proposals

Unsolicited proposals may be accepted at any time throughout the Program Year. These proposals must meet the requirements set forth by the Job Training Division, Columbus Consolidated Government. There are no guarantees of funding.

D. Types/Duration of Contract

For purposes of this Solicitation, proposals must be submitted for potential award of cost reimbursement contracts.

Contracts developed as a result of this proposal shall be for the period July 1, 2020 through June 30, 2021 with an option of renewal for two additional program years based upon the availability of funds and satisfactory performance by the Contractor. The option for renewal shall be solely at the discretion of the Lower Chattahoochee Workforce Development Board.

E. Subcontracts

If a Bidder anticipates using subcontractors to provide any services proposed in the solicitation, the subcontractors must be identified in addition to their specific responsibilities and costs must be clearly defined in the proposal.

F. WDB Furnished Property

The Local Area will furnish no material, labor, equipment, or facilities unless otherwise provided for in the solicitation. Contractor must identify what will be required in the solicitation and outlined in budget.

G. Multiple Components/Combination Bids

Bidders who wish to operate more than one program component must submit each program component as a separate proposal. Each proposal should indicate the cost as though only that proposal is funded; however, bidders should also submit a transmittal letter that presents any cost reductions that would result from funding more than one proposal. Although funds for this solicitation shall come from Adult and Dislocated funding only one proposal shall be submitted that outlines services to both populations.

H. Eligibility Criteria

All individuals to be identified for WIOA services under this solicitation must be eligible using the following requirements:

Persons eligible to receive Workforce Intensive Career Services training / Case Management under this proposal must meet one or more of the following guidelines:

1. Meet the definition of an adult, youth or dislocated worker, and/or
2. Is a Trade (TAA)/prior or active Workforce Innovation and Opportunity Act (WIOA) participant, or
3. Is unemployed or underemployed in an area that is unrelated to any prior training received.

Adults

An eligible adult defined as an individual who:

- Is 25 years of age or more; and,
- Is within local area income guidelines; and,
- Is a U.S. Citizen (or a lawfully admitted permanent resident alien); and
- Is in compliance with Section 3 of the Military Selective Service Act, where applicable.

Dislocated Worker

An eligible dislocated worker is defined as an individual who:

- A (i) termination/laid off; eligible or who have received a notice of termination or layoff from employment; or,
- (ii) (I) is eligible for or has exhausted entitlement to unemployment compensation, or
- (II) has been employed for a duration sufficient to demonstrate attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and,
- B (i) terminated or laid off or has received notice of termination or layoff from employment as a result of any permanent closure of, or any substantial layoff of a plant, facility, or enterprise;

- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or,
- C self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disaster
- D displaced homemaker; or
- E (i) spouse of a member of the Armed Forces on active duty as defined in section 101(d)(1)s of Title 10, United States Code; and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change of duty station of such member; or
(ii) spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment

Dislocated individuals identified in B(i) and (ii) refer to individuals that experienced layoffs and closures from companies whose place of business is/was within the Lower Chattahoochee Service Area.

Youth

An eligible youth defined as an individual who:

- Is 18 - 24 years of age; and,
- Is within local area income guidelines; and,
- Is a U.S. Citizen (or a lawfully admitted permanent resident alien); and
- Is in compliance with Section 3 of the Military Selective Service Act, where applicable.
- Has barriers to employment

Priority of Service

Priority of services will be given to eligible Veterans and Eligible Spouses of Certain Veterans, Food Stamp and/or TANF recipients, in addition to those individuals who are eligible disadvantaged adult, youth and dislocated applicants of the Lower Chattahoochee Service Delivery Area. Individuals must meet minimum eligibility requirements but have one or more characteristics that act as barriers to employment; or, other factors that may limit an individual's ability to acquire and maintain employment. Such characteristics include:

- ✓ Offender
- ✓ Lacks a high school diploma or GED
- ✓ Poor employability skills
- ✓ Poor work history
- ✓ Poor basic skills
- ✓ Lacks self-sufficiency
- ✓ Disabled
- ✓ English language learner
- ✓ Homeless, runaway, or foster child

- ✓ Pregnant or parenting
- ✓ Older Worker

Additionally, individuals who are eligible to receive training and services under this solicitation must also meet the following guidelines:

- (a) reside within the eight county Lower Chattahoochee Workforce Development Area,
- (b) has registered with the Georgia Virtual Online System
- (c) is a Workforce Innovation and Opportunity Act (WIOA) registrant,
- (d) is registered with the local job center; and
- (e) has been determined eligible based on the following income guidelines.

Note: In determining WIOA eligibility, dislocated workers are excluded from meeting the federal poverty income guidelines.

**Six-Month Income Guidelines for WIOA:
Low Income Level Figures Effective April 4, 2016**

(The income levels shown in the table below will apply to WIOA eligibility until another update occurs)

<i>Family Size</i>	<i>Metropolitan Areas</i>	<i>Non-Metropolitan Areas</i>
<i>1</i>	<i>\$5,940</i>	<i>\$5,940</i>
<i>2</i>	<i>\$8,010</i>	<i>\$8,010</i>
<i>3</i>	<i>\$10,150</i>	<i>\$10,085</i>
<i>4</i>	<i>\$12,531</i>	<i>\$12,449</i>
<i>5</i>	<i>\$14,790</i>	<i>\$14,691</i>
<i>6</i>	<i>\$17,298</i>	<i>\$17,181</i>
<i>7</i>	<i>\$19,806</i>	<i>\$19,670</i>
<i>8</i>	<i>\$22,314</i>	<i>\$22,160</i>
<i>For each, over 8 Add:</i>	<i>\$2,508</i>	<i>\$2,490</i>

Metropolitan Area includes Chattahoochee, Harris, and Muscogee Counties.
Non-Metropolitan Area includes Talbot, Stewart, Randolph, Clay, and Quitman Counties.

Career Services:

Career services will be made available to all customers. Residents of other Service Areas unless impacted by layoff, closure, or downsizing of an employer's business located in this workforce development area will be referred to their respective area to apply for training services.

- I. Advance Funding Policy
No requests for advance funds will be accepted, considered, or honored.
- J. Recruitment/Intake/Preliminary Assessment/Referral

Recruitment

The contractor will be responsible to conduct generalized Outreach and Recruitment efforts in the local workforce area to acquire enrollees for the Intensive Career Services / Case Management Training Services. Proposal submitted should describe how this will be accomplished.

Intake/Registration

Contractor will be responsible for the referral of program candidates for eligibility determinations, coordination, completion, and submission of all necessary forms and documents required for the intake and eligibility process of individuals selected for participation in the intensive career services / case management training activity as instructed by the WIOA Administration. Coordination methods must be implemented that will ensure timely and appropriate documentation is submitted to the WIOA Administration for data input in its participant data management system.

Formal Assessment/Eligibility Determination of Participants

The WIOA Administration will administer eligibility determination and required testing for all customers identified by the Contractor for enrollment in training prior to services prescribed in this solicitation. Contractor will be required to adhere to coordination procedures established by the Administration.

Referral

Contractor must identify methodology it will use to refer its customers to other appropriate services if required that are not provided under the proposed services and its tracking mechanism to maintain contact.

K. Initial Assessment

In addition to intake conducted by the WIOA Administration, the Contractor in its proposal must outline how appropriate assessment and service needs evaluation of potential individuals will occur in order to determine the need, appropriateness and scope of services necessary for its training component.

Contractors will be required to submit assessments and counseling administered during training on all enrolled clients as prescribed by policy of the WIOA Administration.

- L. The WIOA Administration will ensure the awarded contractor(s) is provided any information it acquires regarding potential customers that is within the scope of necessity and that will aid in providing adequate service and ensuring satisfactory outcomes for the customer during any phase of the training component. Contractors will ensure that written documentation of all services provided will be documented on forms provided by the WIOA Administration.

M. Follow-up Services

Follow-up services must be conducted for 12 months beginning on the first day after completion of training and shall continue through attainment of unsubsidized employment or until the expiration of the contract award period, at which time the

participant follow-up record will be transferred to the WIOA Administration, unless a renewal option has been approved. If renewed, the contractor will maintain responsible for those active participants still enrolled in the activity unless otherwise approved by the WIOA Administration.

Proposer should detail how follow-up services will be provided that includes participant tracking and maintenance of contact information; in addition to how the WIOA Administration shall be kept well-informed, and how documents shall be transmitted to ensure appropriate file maintenance.

N. Support Payments

Individuals enrolled in the training activity proposed under this solicitation may receive direct support payments from the WIOA Administration for travel, meals, and/or childcare if adequate documentation is presented to the WIOA Administration justifying who are in need of these services and all other resources have been exhausted. Proposers may outline how it proposes to refer clients who are in need of these services to other agencies.

P. Coordination with One-Stop System

The Lower "Chattahoochee Workforce System is in a transition period from a One-Stop delivery system operated by a Consortia that was non-competitively procured under the Workforce Investment Act (WIA) to a competitively selected One-Stop Operator under the Workforce Innovation and Opportunity Act. As the move is accomplished whereby the Operators and One-Stop sites are selected, essential services are being identified and procured and contracts finalized. Career Services options (which may be obtained through other funding services and procured as necessary) have not yet been solidified. However, career services have been identified as an essential component with many of the basic career services provided through the partners by agreement. The Proposer who is selected is expected to be a full partner in the One-Stop workforce development system effort.

It is the intent that intensive career services / case management training services will be provided through the One-Stop system.

Collaboration

Due to the type of services proposed under this solicitation, proposer will summarize how collaborative efforts will be implemented with the one-stop operator and partners that ensure representation at one-stop sites. The schedule of Contractor participation will be coordinated with the One-Stop Operators and the One-Stop Site Managers of respective site. Contractor awarded funds will ensure that a schedule will be provided to the WIOA Administration that identifies days staff will be available.

Q. Monitoring

Monitoring is defined as a "function or method performed from the categories outlined below for reviewing programs to assess effectiveness of planning, operation, and management. Although the WIOA Administration shall conduct oversight monitoring for each training program funded by WIOA, the Contractor

awarded funds under this solicitation, is required to provide internal monitoring as well. Proposal should summarize how contractor will provide each type of internal monitoring of its program and timeframe of such monitoring.

Compliance Monitoring: The systematic review of contractor adherences to the WIOA regulations, or other federal, state, or local laws or ordinances, in conducting and managing funds and activities provided under the WIOA.

Performance Monitoring: The systematic review, examination, and analysis of program outcomes in relation to stated goals and objectives (e.g., performance measures), as specified in the Workforce Development Plan, grant, contracts, or other agreements, to assess the effectiveness of the program or activity.

Programmatic Monitoring: The systematic review and analysis of individual programs or activities and the interrelationships between such, to determine whether all parts are working in an optimal manner towards desired end results. Such review should include, but not be limited to:

- Assessment of program content by activity,
- Flow of participants through the system,
- Sequencing of services,
- Coordination of the planning and evaluation function, and
- Design of program through which training and services are provided, e.g., comparison of work statement specifications with what is actually being done.

R. Invoicing

Contractor(s) awarded funding under this solicitation will be required to submit invoices to the Administrative Entity by the 4th day of each month. All requests for payment will be submitted on forms provided by the Administrative Entity.

Once monthly invoices are received, the WIOA Administration Finance Office will review the forms for accuracy. If correct, payment will be made to the Contractor by the 15th of the month. Any concerns of the proposer should be outlined in the proposal packet.

S. Audit

Non-Federal entities that expend \$750,000 or more during a non-federal fiscal year in Federal Awards shall have a single or program specific audit conducted for that year in accordance Part 200.501(a) OMB Omni Circular, 2 CFR Chapter 1, Chapter II, Part 200, et al. (See 200.501)

Local Government and non-profit organizations that expend \$750,000 or more in a year in Federal funds are required to have a single audit conducted in accordance with OMB Omni Circular except when they elect to have a program specific audit(See 200.501)

The costs of audits made in accordance with the provisions of the OMB Omni-Circular are allowable charges to Federal Awards.

For Profit Organizations

Organizations that operate on a for-profit basis are not subject to the same audit requirements of OMB Omni Circular; however, for profit organizations shall be subject to such audit requirements established by the WIOA Administrator.

T. Policies and Procedures

Contractor(s) awarded funding shall be required to submit written policies and procedures outlining the full scope of services provided by the agency, to include monitoring, intake, and referral in accordance with procedural guidelines established by the WIOA Administration Job Training Division. Methods of job development and placement, enrollment, termination, follow-up, and fiscal activities shall be inclusive, to include human resource policies. Procedures should identify goals and objectives of the activity, position(s) that shall be responsible for the activity, how the activity will be carried out, and when the activity will occur.

Section VI. Assurances and Certifications

The following Assurances and Certifications will appear in all contracts awarded by the Lower Chattahoochee Workforce Development Area.

1. Contractor agrees that no individual shall be excluded from participation, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
2. Contractor agrees that all activities shall be non-sectarian and not involve construction, operation, or maintenance of any facility to be used for sectarian instruction and/or religious worship.
3. Contractor agrees that individuals who are participants in activities supported by funds provided under the Workforce Investment Act of 1998 shall not be discriminated against solely because of their status as participants.
4. Contractor agrees that participation in programs and activities financially assisted under the terms of the Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
5. Contractor agrees to enforce Section 3 of the Military Selective Service Act, if applicable.
6. Contractor agrees to operate all activities under this Contract in full compliance with Federal, State, and Local program requirements, assuring required benefits and labor standards are met and; Contract Work Hours and Safety Standards Act, 40 USC 327-332 and 333 or, for non-construction contracts 29 CFR 5.5 © and (e) and 29-70.216-13 (c) (3), as if written herein in their entirety.
 - a. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics or permit any laborer or mechanic to perform any work in excess of

forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her basic rate of pay for all hours worked in excess of forty hours in such week.

- b. Violations: Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a), the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his or her unpaid wages.
- c. Withholding for Unpaid Wages and Liquidated Damages: The USDOL and its grantees may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- d. Subcontracts: The Contractor shall insert in any subcontracts, the clauses set forth in subparagraphs (e), (f), and (g) of this paragraph and also a clause in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

Sub-contracting any portion of this agreement requires prior written approval of the Administrative Entity.

- e. Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for five (5) years from the completion of the contract.
 - f. Safety: The Contractor shall not require a laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to health and safety.
 - g. Contractor agrees to comply with the Copeland (Anti-Kickback) Act, 40 USC 276c and 18 USC 874.
7. Contractor agrees to maintain compliance with all applicable State laws and regulations, such as:
- Georgia Records Act, as amended
 - Georgia Microfilm Act, 1980
 - Georgia Open Meetings Requirements of the Official Code of Georgia, Annotated, Section 50-14-4, 1982.
8. Contractor agrees that funds received by virtue of participation in this agreement shall not be used for the provision of entertainment.
9. Contractor agrees that employers shall not hire participants served under this agreement for purposes of displacing current or laid-off workers.
10. Contractor agrees that funds received by virtue of participation in this agreement will not be used for political activities.
11. Contractor agrees that no participant served under this agreement will be involved in public services employment.
12. Contractor agrees that funds received under this agreement will not be used to establish retirement systems for participants.

13. Contractor agrees that no funds shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof that results in a loss of employment for any employee of such establishment at the original location.
14. Contractor agrees that no funds shall be used for customized skill training, reintegration training, or company specific assessments of job applicants, or employees, for any establishment or part thereof, that has relocated, until 120 days after the date on which such establishment commences operations at the new location and the relocation of such establishment or part thereof, resulted in a loss of employment for any employee of such establishment at the original location.
15. Contractor agrees that training will only occur in those occupations and at the wages approved by the Administrative Entity.
16. Contractor agrees to take the following actions, where feasible, to ensure that small, minority, and women's businesses shall have the maximum practicable opportunity to participate in the performance of this contract:
 - Include small, minority, and women businesses on source lists and assure that they are solicited for the provision of goods/services whenever they are potential sources; and
 - Divide total requirements into smaller requirements to permit maximum small, minority, and women's business participation whenever economically feasible; and
 - Use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, as required to assure adequate identification and participation of small, minority, and women's businesses.

17. During performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, handicap, national origin, or political affiliation or belief. Affirmative action policies will be identified that ensure applicants and employees are treated without regard to their race, color, age, religion, sex, handicap, national origin, political affiliation or belief during their period of participation/employment. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees or participants, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, handicap, national origin, political affiliation or belief.

The Contractor will permit access to any contract-related books, records, and accounts, by the Contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts, and such other sanctions as may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

18. Contractor agrees that no program under this agreement shall impair: a) existing contracts for services; or (b) existing collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) days of receipt thereof.
19. Contractor agrees to maintain all records pertinent to this Agreement, including financial, statistical, property, participant records, and supporting documentation for a minimum of three (3) years, unless otherwise specified in the agreement. The retention period will begin on the last day of the program year in which the Contractual Agreement was terminated. If prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving the Agreement covered by the records, the recipient shall retain the records beyond the period until the litigation, audit, or claim has been resolved. Such records shall be available to the WIOA Administration, the State of Georgia, the Secretary of Labor, the Comptroller General of the United States, or any duly authorized representative. Further, Contractor shall maintain all pertinent records until such date as Contractor receives express written permission to destroy such records from the Columbus Consolidated Government Job Training Division. All records pertinent to this Agreement shall be maintained at sites within the Local Workforce Investment Area. In the event of termination of the relationship between Contractor and Administrator, the Columbus Consolidated Government may take responsibility for maintenance and retention of the records of a Contractor unable to retain them; however, should responsibility be accepted, Contractor shall retain sole liability for the contents of such records.
20. Contractor agrees to maintain a Fidelity Bond, in the amount specified in this Solicitation Package, for the life of the Contract.
21. The Contractor agrees that all reports, studies, records, and other data prepared by or for it under the terms of this Agreement shall be the property of the Local Workforce Investment Area.
22. The Contractor agrees that if this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the Local Area and the funding agencies shall reserve a royalty free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use, and authorize others to use the work for governmental purposes.

23. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Agreement, it will report such facts in writing promptly and fully to the Local Workforce Area. The funding agencies shall determine whether protection of the inventory or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy".
24. The Contractor agrees to comply with all applicable standards, orders, or regulations of the 'Walsh-Healy Act'.
25. The Contractor agrees to comply with the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A Section 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia
26. The Contractor agrees to comply with all applicable standards, orders, or regulations of the 'Jobs for Veterans Act of 2002'.
27. The Contractor agrees to comply with all applicable standards, orders, or regulations of 'The Rehabilitation Act'.
28. The Contractor agrees to comply with all applicable standards, orders, or regulations of the 'Health Insurance Portability and Accountability Act of 1996'.
29. The Contractor agrees to comply with all applicable standards, orders, or regulations of the 'Clean Air Act'.
30. The Contractor agrees to comply with all applicable standards, orders, or regulations of the 'Federal Water Pollution Control Act'.
31. The Contractor agrees to comply with the Georgia Security and Immigration Compliance Act of 2006 (OCGA 13-10-90 et seq.)
32. Contractor agrees to require Georgia Security and Immigration Compliance of its Subcontractor's connected with this contract, if applicable.
33. The Contract agrees to acquire a DUNS Number (www.dnb.com) and maintain active and current profile in the Central Contractor Registration System (www.ccr.gov).

Section VII. Contract Specifications – (Services Requested)

A. Participant Management Requirements

The Career Adviser/Case Management will be responsible for recruitment of applicants; determination of eligibility; verification or provision of Career services (basic and individualized) ; registration in the Data Management System (DMS); documentation of all applicable information in the DMS; basic and occupational skills assessments to determine suitable training occupations (the cost of assessment tools should be included in the budget); career guidance and counseling; implementation and ongoing update of the Individual Employment Plan (IEP); verification of legal status; and case management.

The career and training service provided through the one-stop centers are comprised of WIOA Title I and Title III Wagner-Peyser-funded services that must be provided for the universal population in all designated one-stop centers.

Career services for adults, dislocated workers and youth includes three types of career services, as identified in §678.430 of the NPRMs: Basic career services; Individualized career services; and follow-up services.

- I. Basic Career Services must be made available by the partners and, at a minimum, must include the following services, as consistent with allowable program activities and federal cost principles:
 - a. Determination of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
 - b. Outreach, intake, and orientation to information and other services available through the one-stop system;
 - c. Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
 - d. Labor exchange services, including:
 - i. job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information regarding in-demand industry sectors and occupations;
 - ii. appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the one-stop system;
 - e. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop system and, when appropriate, other workforce development programs;
 - f. Provision of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas, including:
 - i. job vacancy listings in labor market areas;

- ii. information on job skills necessary to obtain the vacant jobs listed; and
 - iii. information relating to local occupations in demand and the earnings, skills requirements, and opportunities for advancement in those jobs;
- g. Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- h. Provision of information on how the LWDA is performing on federal performance measures;
- i. Provision of information on the availability of support services or assistance, and appropriate referrals to those services and assistance, including:
 - i. child care;
 - ii. child support;
 - iii. medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program
 - iv. benefits under SNAP;
 - v. assistance through the earned income tax credit;
 - vi. housing counseling and assistance services sponsored through US HUD; and
 - vii. assistance under a state program for TANF, and other support services and transportation provided through that program;
- j. Provision of information and assistance regarding filing claims for unemployment compensation, by which the LWDA must provide assistance to individuals seeking such assistance.
- k. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA, including HOPE and PELL.

II. Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. In accordance with TEGl 19 -16, individuals must be declared eligible to receive these services. These include the following services, as consistent with WIOA requirements and federal cost principles:

- a. Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers, which may include:
 - i. diagnostic testing and use of other assessment tools; and
 - ii. in-depth interviewing and evaluation to identify employment barriers and appropriate goals;
- b. Development of an individualized employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information regarding the ETPL;
- c. Group counseling;
- d. Individual counseling and mentoring;
- e. Career planning;

- f. Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- g. Internships and work experience that are linked to careers;
- h. Workforce preparation activities;
- i. Financial literacy services;
- j. Out-of-area job search and relocation assistance; and
- k. English language acquisition and integrated education and training programs.

III. Follow-up services must be made available, as appropriate, and include counseling regarding the workplace for adult and dislocated worker participants who are placed in unsubsidized employment. These services must be provided at a minimum of 12 months from the first day of employment.

B. Training services are provided to equip individuals to enter the workforce and retain employment. Examples of training services that could be provided through the contract include:

I. The occupational skills training may be available through Individual Training Accounts (ITAs) or class-size training (if through agreement by the Workforce Development Board).

- a. Individual Training Accounts are established on behalf of the participant. WIOA Title IB Adult, Dislocated Worker and youth participants will use ITAs to purchase training services from eligible providers they select in consultation with the case manager, counselor or coordinator.

Individual Training Account services may be made available to employed and unemployed adults and dislocated workers who have met the eligibility requirements for Intensive services and have been determined to be unable to obtain or retain employment leading to self-sufficiency through such services.

The participant must have a completed IEP that indicates, through interview, evaluation or assessment, the participant's employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals have been identified.

Selection of a training program must include the identification that the training is directly linked to occupations that are in demand in the LWDA, or in another area to which an adult or dislocated worker is willing to relocate. In determining local demand occupation(s), providers may allow for training in

occupations that may have high potential for sustained demand or growth in the LWDA.

- b. ITAs are limited to participants who (29 U.S.C. § 2864 (d)(4)(B); 20 C.F.R. § 663.320):
- i. Are unable to obtain grant assistance from other sources (including Federal Pell and other federal grants) to pay the cost of their training; or
 - ii. Require assistance beyond that available under grant assistance from other sources (including Federal Pell, GI Bill, and other federal grants) to pay the cost of their training).
 - iii. Service providers and training providers must coordinate funds available and make funding arrangements with partner agencies so that WIOA ITA funds supplement Pell and other grant sources to pay for the cost of training (see D. re: Cost of Attendance).
 - iv. Participants may enroll in ITA-funded training while their application for a Pell grant is pending provided that the service provider has made arrangements with the training provider and the participant regarding the allocation of the Pell Grant, if it is subsequently awarded. If a Pell Grant is awarded, the training provider must reimburse the service provider the ITA funds used to underwrite the tuition portion of the training costs from the Pell Grant.
 - v. Program operators should consider all available sources of funds, excluding loans, in determining an individual's overall need for WIOA funds. Resources such as Pell, GI Bill, and other federal grants should not be included in the calculations of the level of WIOA assistance until the grant has been awarded. (20 C.F.R. §652 et al. WIA Final Rule, Part II. Section II. Summary & Explanation pp. 49328 & 49329).

Tuition is the sum charged for instruction and does not include fees, books, supplies, equipment and other training related expenses. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the participant for education-related expense.

- c. Duration, Cost Limits, and Availability
- i. The ITA policies are available at www.careerdepot.org.
 - ii. ITAs are awarded per semester, quarter, or for uninterrupted coursework. Second and subsequent ITAs will be awarded only for continuing classes in the educational or training institution initially attended, unless there is a mutual and justifiable agreement between the

service provider and the participant that another training institution or training program is necessary.

- iii. An individual who has been determined eligible for an ITA may select a training institution/program from the Georgia Eligible Training Provider List (ETPL) or from another state, provided that the training institution/program is listed on that state's Eligible Training Provider List, after consultation with a case manager, counselor or coordinator. Unless the program has exhausted funds for the program year, the service provider must refer the individual to the selected training institution/program and establish an ITA for the individual to pay for training. 20 C.F.R. §663.420 (c)
- d. Payments may not be made to a training provider until the service provider ensures that the training provider selected is on the ETPL at time of payment for tuition and fees under WIOA ITAs.

C. Coordination of Funds

WIOA funding must be coordinated with all other available funding sources such as HOPE, Pell, and GI Bill prior to expending WIOA funds. Participants should apply for HOPE, Pell, GI Bill, and all other appropriate funding sources. WIOA participants may enroll in training while Pell, Hope, GI Bill, and other funding sources are pending as long as the appropriate arrangements have been made with the training institution regarding the allocation of all grants and funding sources. Career advisers/case managers and/or service providers should conduct an analysis of the participant's financial needs (cost of attendance) to document a participant's total cost of attending training. This analysis includes, but is not limited to, the costs of tuition, fees, books, supplies, transportation, childcare, living expenses, and other appropriate personal and educational related expenses. The documentation supporting this determination should be maintained in the participant's case file.

If it is determined through the analysis of the cost of attendance form that the total cost of attending training exceeds the amount available through HOPE and WIOA funding, then Pell funds may be utilized by the participant for living and other appropriate personal expenses during the training period.

D. Payment System

ITAs are designed to identify WIOA funded costs associated with the training cost of attendance. The cost of attendance may include tuition, fees, room and board, books, supplies, and other training related costs required for participation in a specific training program. The ITA identifies the WIOA obligation for the participant and the participant will be able to access information about the account from the service provider. Each service provider is responsible for

maintaining an ITA payment system which ensures that payments made to eligible providers are timely, for the agreed upon amount, ensuring that the provider is on the ETPL at time of payment and that the payments are supported by appropriate documentation. Note: Cost of Attendance may also include other expenses that are not incurred through the training provider such as childcare, transportation, rent and other living expenses. WIOA funds may be used to assist with such expenses and are considered supportive services. These expenses require proof of expenditure in the participants file.

- I. Training related costs required for participation in a training program include, but are not limited to:
 1. Tools and supplies necessary to participate in training;
 2. Uniforms and shoes/boots;
 3. Drug tests, physicals, eye exams, immunizations;
 4. Background checks;
 5. Application, graduation, and GED fees;
 6. Credential, license or exam fees;
 7. Lodging (when a part of the cost of attending training out of area); and
 8. Auxiliary aides and services necessary for persons with disabilities to participate in training.

- II. Financial responsibility for ITAs remains with the LWDA who developed the ITA, in consultation with the participant, throughout the period of training, regardless of the location of the training provider. The financial responsibility of the LWDA also extends to supportive services.

E. Documentation

Contact between the case manager, counselor or coordinator and the participant must occur, at a minimum, at the end of each quarter, semester or uninterrupted training course during the lifetime of the training plan. Contact may be made by telephone, through the mail, personal contact or other appropriate means to provide documentation of successful progress.

Documents such as attendance records, grade reports, and statements from the instructing agency, are required as proof of participation. Documentation of status of the provider, either Georgia's ETPL or another state's list, must be maintained in the participant's file.

F. Additional Training Programs

- I. Work Experience (Transitional Jobs): A Work Experience Program, also known as a Transitional Job provides time-limited work experiences that are subsidized for private, non-profit, or public sectors for individuals with barriers

to employment who are chronically unemployed or have an inconsistent work history.

Work experience can be effective solutions for individuals to gain necessary work experience that they would not be able to get through training. The goal is to establish a work history for the individual, demonstrate work success, and develop skills that lead to entry into unsubsidized employment. In work experience there is no expectation that the individual will continue his or her hire with the employer after the work experience is complete.

- II. Internship: An Internship is a short-term or part-time work assignment with a private for-profit, non-profit, or public employer designed to enhance skills learned in a classroom setting, and to provide the opportunity for the application of these learned skills. Internships will occur prior to, concurrent with, or subsequent to 1) occupational classroom training, or 2) Basic Skills Training aiding the participant in applying the basic skills necessary to compete successfully in the labor market.
- III. Customized Training: Customized training is designed to provide local area with flexibility to ensure that training meets the unique needs of the job seeker and employer or groups of employers. It is to be used to meet the special requirements of an employer conducted with a commitment by the employer to employ all individuals upon successful completion of training. The employer must pay for significant share of the cost of the training. Proposed WIOA 680.770 identifies the eligibility requirements for employed workers to receive customized training.
- IV. Incumbent Worker Training: Incumbent worker training is designed to either assist workers in obtaining the skills necessary to retain employment or to avert layoffs and must increase both a participant's and a company's competitiveness. This training should, wherever possible, allow the participant to gain industry-recognized training experience, and ultimately should lead to an increase in wages. An ideal incumbent worker training would be one where a participant acquires new skills allowing him or her to move into a higher skilled and higher paid job within the company, thus allowing the company to hire a job seeker to backfill the incumbent worker's position.
- V. Apprenticeship: An Apprenticeship is a combination of on-the-job training and related classroom instruction in which workers learn the practical and theoretical aspects of a highly skilled occupation. Apprenticeship programs are sponsored by joint employer and labor groups, individual employers, and/or employer associations.
- VI. Other training offered through the program may be:
 - 1. Workplace training and cooperative education programs;
 - 2. Private sector training programs;
 - 3. Skills upgrading and retraining;
 - 4. Entrepreneurial training; and/or

5. Job readiness training provided in combination with other training described above.
- VII. On-the-Job Training is provided at the employer's location. Georgia Department of Labor provides this service. The Career Adviser/Case Management services will assist and refer to this source as needed.

Program Requirements

1. Basic Career Services will be provided as negotiated with the One-Stop Partners during the July 1, 2020 through June 30, 2021 period. Individualized career services, however, will be required as needed for those served through this program.
2. Recruitment is a key component of this program. In addition to recruitment in cooperation with financial and dislocation events, the successful bidder will develop promotional literature to publicize opportunities provided by the WIOA program. Additionally, the successful bidder will inform the various community agencies and organizations of opportunities available from the WIOA program including the following: Technical College Systems Georgia, Office of Workforce Development; Headstart Programs; Department of Family and Children Services in the service area, basic adult education classes; school counselors; local churches; Georgia Vocational Rehabilitation Agency; public service announcements on local radio and in local newspapers; personal visits to local day care centers; and other social services agencies that work with the WIOA target populations.
3. Registered participants will be entered into the State Data Management System. If the participant is entering the ITA program, the ITA tracking system will be utilized to record financial commitments and update it as appropriate.
4. All pertinent Workforce Development Board policies regarding service delivery must be followed. Routinely, the eligibility determination, service priority, and support policies will be used.
5. Although the ITA system is the primary service option, other training options may be pursued for the participant and offered either directly or through referral.
6. The Career Adviser will continue serving the participant even after the participant completes training to assure successful job maintenance and appropriate follow-up through the development of a wage progressive plan.
7. The program will emphasize strong customer service and satisfaction principles. Continuous improvement will be expected and monitored.

Only one proposal is required to be submitted with methodology for services to adults, dislocated workers and youth.

Area to be served will be the Lower Chattahoochee Workforce Development Area 14.

Level of Performance – The following levels of performance are required by the Lower Chattahoochee Workforce Development Board

WIOA Performance Measures

This is not a program whose success is based solely on the number of participants. The success of the program is based on how well the participants perform on the job and their success in long-term employment.

Below is a list of performance measures that will be used in determining each provider program's success. These measures are negotiated yearly with the Technical College Systems of Georgia, Office of Workforce Development and the actual measurements (rates) will be provided at negotiations with successful proposers.

- (a) WIOA Adults - Individuals age 18 and above
 - Employment Rate (Q2 post-exit):
 - Credential Rate
 - Median Earnings
 - Employment Rate (Q4 post-exit):
 - Measurable Skills Gains

- (b) WIOA Dislocated Workers
 - Employment Rate (Q2 post-exit):
 - Credential Rate
 - Median Earnings
 - Employment Rate (Q4 post-exit):
 - Measurable Skills Gains

- (c) WIOA Youth
 - Employment Rate (Q2 post-exit):
 - Credential Rate
 - Median Earnings
 - Employment Rate (Q4 post-exit):
 - Measurable Skills Gains
 - Placement in the 2nd Quarter
 - Placement in the 4th Quarter

- (d) Employer Satisfaction

Follow-up Services – The Contractor will provide follow-up services for each participant beginning the first day after completion of training or day of unsubsidized employment until the end of the agency contract at which time follow-up records will be transferred to the WIOA Administration, unless otherwise agreed upon between the Contractor and Administrator.

Section VIII. Request for Proposal

PROPOSAL COVER SHEET

I. General Information

Project Activity:
Organization Name and Address:
Telephone Number:
Contact Person:

II. Type of Agency: (Check box(s) that applies)

Non-Profit	<input type="checkbox"/>	For-Profit	<input type="checkbox"/>
Private	<input type="checkbox"/>	Minority Owned	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	Female Owned	<input type="checkbox"/>
Local	<input type="checkbox"/>	Public	<input type="checkbox"/>

III. Proposed Contract Operation Dates: July 1, 2020 through June 30, 2021

IV. Planned Performance

Proposed Program Performance	Dislocated Worker	Adults
Entered Employment Rate at Exit		
Employment Retention Rate		
Earnings Average Earnings		
Credential Rate		

NOTE: Refer to the 'Services Requested (Planning Assumptions) section for the Local Area's Planned Performance Levels. If the proposed performance levels in the proposal vary plus or minus 10% from the local Performance Levels, provide justification on an attached sheet of paper.

Agency Authorized Signature

Date

PROPOSAL CHECKLIST

It is the bidder's responsibility to make sure that all required elements and forms listed on this are included in the proposal, regardless of whether it has been mentioned. Proposals that do not include the required elements and forms will be automatically disqualified. No exceptions will be granted. If you have questions about the requirements remember to ask at the Bidders Conference. This checklist is not required to be included in proposal packet.

Before submitting your proposal, check the following:

One original proposal and required documents, plus three copies. Appropriately marked.

A. Proposal Response Package Requirements.

- 1. Proposal Cover Page
- 2. Organization Information Form
- 3. Organizational Experience and Past Performance
- 4. Proposal Summary
- 5. Program Design
- 6. Program Cost and Performance, Budget Summary, and Detail Form
- 7. Planned Performance Form
- 8. Reference Listing
- 9. Provisions, Assurances and Certifications Form
- 10. Confidentiality Agreement

B. Proposal Response Package Requirements (Not required with proposal packet)

C. Copy of Business License

D. Copy of Liability Insurance/Fidelity bond

E. Lease/Rental Agreements and/or other Support Documents that Funds will be applied

F. Authorized Agency Contact Form

ITEM A # 2
ORGANIZATIONAL INFORMATION FORM

1. General Information. Proposal must incorporate questions asked below. Summary format is acceptable provided all questions are addressed.

- a. Date organization was established: _____
- b. Is this organization a Corporation? YES _____ NO _____.
If "YES", attach a copy of the most current corporate registration certificate for the State of Georgia.
- c. Is this a community-based organization? YES _____ NO _____. Note that government agencies are not "community-based organizations".
- d. Current Federal Withholding Tax Identification Number:

- e. Georgia Withholding Tax Identification Number:

- f. DUNS Number and CCR Registration Date:

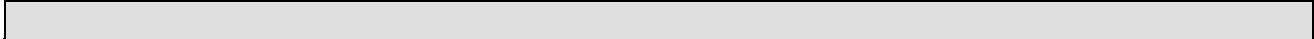
- g. Attach letter from the organization's CPA or Financial Official verifying that the federal and state withholding taxes and Georgia UI taxes are current.
- h. Does organization have a current fidelity bond? YES _____ NO _____. If yes, attach copy of current fidelity bond as attachment to proposal. If not provide written explanation.
- i. Indicate the number of staff necessary for operations of this project. _____
- j. Indicate the number of staff to be hired. _____
- k. Is the organization accessible and reasonable accommodations are made for provision of services for disabled individual. YES _____ NO _____.

- l. Indicate number of existing staff to be used in the operation of this project. Attach a job description for each position to be used in implementing this project. If existing staff is to be utilized, attach resumes for each person. List below, positions they will fill, annual salary and the percent of their time for each position that will be charged to this project.
 - If staff is to be hired, list the positions, annual salary and percentage of salary charged to contract and later forward resumes of personnel hired, indicating which positions they fill and percentage of time.

ITEM F
AUTHORIZED AGENCY CONTACT FORM

<p>AUTHORIZATION FORM LOWER CHATTAHOOCHEE WORKFORCE DEVELOPMENT AREA FOURTEEN (WDA-14) JOB TRAINING DIVISION COLUMBUS, GEORGIA 31902-1340</p>

NAME OF ORGANIZATION:	PROJECT NAME:
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AUTHORIZED AGENCY CONTACT(S)

NAME/TITLE	PHONE NUMBER	EMAIL ADDRESS

Identify any additional authorized points of contact not listed on the cover sheet should additional information and/or clarification of the proposal contents be required

The Lower Chattahoochee Workforce Development Board will require a separate signatory authorization form be completed and included in contractual agreements for successful bidder.

1. Statement of Work

Service Plan/Program Design

Benefit to Participant

Describe how participation in the program offered by your agency will be of benefit to potential WIOA customers. Summarize how participation in the training will allow them to earn a higher wage than they would have by not participating?

Career Services (Intensive Service e.g. Job Preparedness/Job Readiness)

Describe how your agency will provide career services to participants selected to participate in the training program and what type of job readiness (preparedness) or career services will be provided. Summarize the methodology that will be used to assess participants to determine required skill sets and work exposure necessary.

Skills Gains:

Describe how your agency will identify and measure the skills gains achieved through participation in the training.

Follow-Up Services

Describe the follow-up services your agency will provide to participants once they complete training whether in unsubsidized employment or remain unemployed. Because reporting is required by the Administration during a post follow-up period, describe the methodology that will be used to ensure contact is maintained with participants who have completed training and those who have obtained unsubsidized employment. Describe how your agency will assist those participants during post follow-up continue to retain employment and especially those who are not in unsubsidized employment attain employment.

Other Services

Describe any other services that your agency will provide to participants during the training period that are not identified in this solicitation.

Participant Characteristics (Priority of Service)

In the following chart indicate the participant characteristics that your program will target.

Characteristic/Barrier To Employment	Planned Number	Planned Percentage
Underemployed		
Unemployed		
Food Stamp Recipient		
TANF Recipient		
Lacks High School Diploma or GED		
Poor Employability Skills		
Poor Work History		
Poor Basic Skills		
Lacks Self-Sufficiency		
Disabled		
Older Worker		

Veterans and Eligible Spouse of Certain Veterans		
Displaced Homemaker		

Outreach/Recruitment

Describe how your agency will conduct outreach and recruitment of adults, dislocated individuals and youth to satisfy the contractual obligations.

Describe how your agency, as part of the Outreach and Recruitment effort will attract specific target populations identified in the proposal to satisfy contractual obligations.

Facilities

Briefly describe the facility (ies) where the program is to be principally operated. Include size, location, accessibility, and any other special features relevant to the program.

Equipment/Material

Briefly describe any equipment, material, etc. that will be utilized in execution of services under this proposal.

Instructional Methods

Describe the methodology for assessing career services required and how such services will be provided.

Describe how referrals to and coordination of activities with other programs and/or services within the one-stop delivery system will be carried out for individuals in need to ensure successful training experience.

Describe the methodology to be utilized in determining the occupational area for individuals to be trained.

Describe the process to be utilized in referring applicants to employers.

Describe methodology to be utilized for oversight of training

2. Management Plan

In this section, proposers should describe the overall management plan for the proposed program in terms of systems, procedures and programmatic and fiscal controls that will ensure contract compliance, meeting program goals and objectives, accountability and transparency, and performing high quality services.

Management and Supervision

Agency Purpose: Describe the principal purpose of your agency. Will your agency receive other funding besides WIOA funds requested for under this proposal? If so, describe the source and intended purpose of such funds.

Agency Organization: Indicate through an organizational chart and supporting narrative, the lines of authority and responsibility related to the proposed program and its components. Include both full and part time program and administrative staff, supervisors, and managers.

Monitoring

Briefly describe the methods and frequency with which components and activities will be monitored by staff, in addition to basic procedures for corrective action.

If the agency has previously provided any training services, indicate whether or not any of the following findings were noted during the monitoring of your agency?

- Yes No Inadequate accounting system.
- Yes No Participants enrolled past ending dates.
- Yes No Inadequate counseling.
- Yes No Inadequate preparation of Customer Service Plan.
- Yes No Ineligible participants.
- Yes No Disallowed costs.

For each question in which the response was “YES”, describe how the finding(s) were resolved and what steps your agency implemented that would inhibit future recurrences.

Reporting and Recordkeeping

Identify positions within the agency responsible for report and record keeping, contract compliance monitoring, job development and the development of operational and fiscal procedures?

3. Summary of Past Performance

If the proposing agency is a current or previous provider of Intensive Career Services and Case Management Training Programs in this area or any other area, the following summary in the format identified must be completed and submitted for each previously operated program:

SUMMARY OF PAST PERFORMANCE

Agency Name:	
Project Name:	
Type Activity:	
Program Year Operated:	
Where Operated (Area):	
Where Operated (State):	
Contact Name:	
Contact Phone Number:	
Amount of Contract Award:	
Amount Expended:	
Type Career Services/Case Management Provided:	
Planned Enrollments:	
Actual Enrollments:	
Planned Entered Employment Rate at Exit (Adults)	
Actual Entered Employment Rate at Exit (Adults)	
Planned Employment Retention Rate (Adults)	
Actual Employment Retention Rate (Adults)	
Planned Earnings Change (Adults)	
Actual Earnings Change (Adults)	
Planned Employment & Credential Rate (Adults)	
Actual Employment & Credential Rate (Adults)	
Planned Entered Employment Rate at Exit (D. W.)	
Actual Entered Employment Rate at Exit (D. W.)	
Planned Employment Retention Rate (D. W.)	

Actual Employment Retention Rate (D.W.)	
Planned Earnings Replacement Rate (D.W.)	
Actual Earnings Replacement Rate (D.W.)	
Planned Employment & Credential Rate (D.W.)	
Actual Employment & Credential Rate (D.W.)	
Planned Entered Employment Rate at Exit (Youth)	
Actual Entered Employment Rate at Exit (Youth)	
Planned Employment Retention Rate (Youth)	
Actual Employment Retention Rate (Youth)	
Planned Earnings Change (Youth)	
Actual Earnings Change (Youth)	
Planned Employment & Credential Rate (Youth)	
Actual Employment & Credential Rate (Youth)	
Note. "D.W." in context refers to Dislocated Worker. Form must describe the past performance for only one project. Up to one page of narrative may be attached to this form. A separate form must be completed for each project operated in the last five years.	

4. Financial Capability

Proposals must contain the following when submitted:

- a) If your agency is a corporation, provide a certified copy of the registration certificate.
- b) Attach a copy of 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 law and regulations. This letter should specifically address the fact that federal and state taxes are completed on a regular basis and are current.
- c) Provide a certified copy of your current local business license.
- d) Provide a certified statement verifying your agency's State UI Tax Number (DOL account number) and Federal Identification Number.
- e) Provide a certified statement verifying your agency's DUNS Number and CCR Registration.
- f) Indicate if the organization is subject to the Single Audit Act.
- g) Indicate if there is an approved indirect cost rate for the organization. Attach a copy of the indirect cost rate approval. The approval must be from a federal agency and must indicate what budget line items were included in the calculation of such rate.

5. **Organizational Information**

The following information must be included in the proposal:

- a) Date the organization was established.
- b) Identify in narrative the type of organization (e.g. community-based, for-profit, public organization, etc.)?
- c) Describe the organizations past or current experience with identified target populations.
- d) Indicate the organizations staffing patterns for this project.
- e) Indicate number of staff that will be necessary for operation of this project:
 - ✓ Indicate number of staff to be hired (if applicable):
 - ✓ Indicate number of existing staff to be used in the operation of this project:
 - ✓ If existing staff is to be utilized, attach resumes for each person.
 - ✓ List below the position they will fill and the percent of their time devoted to this project. If staff is to be hired, list the positions and later forward resumes of personnel hired, indicating which positions they will fill, and a copy of the verified I-9 form
 - ✓ Attach a job description for each position that will be used for implementing this project.
- f) Attach a copy of the agency's organizational chart.

6. **Fidelity Bond**

Include a certified copy of your Fidelity Bond, which shows coverage for the period that would be covered (July 1, 2020 – June 30, 2021) by the proposed project.

7. **Budget**

Complete and include the proposed budget following the format of the 'Detailed Budget' forms contained in this proposal. You may delete or add to the line items as applicable. Make sure that the "Detailed Budget Instructions" are read and complied with for justifying items included in the 'Detailed Budget'.

PY20 DETAILED BUDGET

	EXPENSE ITEM	PROJECT TOTAL	ADMINISTRATION (Not Applicable)	PROGRAM
A.				
B.				
C.				
D.				
E.				
1. Staff Salaries (Sub-Total)				
A.				
B.				
C.				
D.				
E.				
F.				
2. Staff Fringe Benefits (Sub-Total)				
A.	Local (mi/mo. _____ mi X 12 months @ . ____ per mile)			
B.	Non-Local:			
3. Staff Travel (Sub-Total)				
A.	Telephone (/month x months)			
B.	Postage Meter &Supplies			
C.	Postage			
	Internet Usage Access: (____ mo x ____			
D.	months)			
E.				
F.				
4. Communications (Sub-Total)				
	Rent (usage fee): _____/month x __ months			
	Renovations/Repairs			
	Janitorial (Building and Grounds)			
	Utilities			
	Gas			
	Electric			
	Water			
	Other			
	Janitorial Service			
	Yard Service			
5. Facilities (Sub-Total)				

PY20 Detailed Budget

	EXPENSE ITEMS	PROJECT TOTAL	ADMINISTRATION (Not applicable)	PROGRAM
	Liability Insurance			
	Fidelity Bond			
	Other Insurance			
	Umbrella Policy			
6. Insurance Costs (Sub-Total)				
	GA Unemployment @ _____%			
	Fed Unemployment @ ._____%			
	Business License			
	Business Tax			
7. Taxes (Sub-Total)				
	Office Supplies:			
	Project Supplies:			
8. Operating Supplies (Sub-Total)				
	Drug Screens			
	Background Checks			
	Fees:			
	Employer Reimbursement:			
	Uniforms, Tools, Etc.:			
	Tuition:			
	Books & Supplies:			
	Other(specify)			
9. Registrant Cost (Sub-Total)				
	Audit Costs			
	Accounting Fees			
10. Audit Costs (Sub-Total)				
	Office Equipment Purchase			
	Equipment Maintenance			
	Office Equipment: Lease			
	Project Equipment:			
	Rent/Lease			
	Purchase			
11. Equipment Costs (Sub-Total)				
	Indirect costs			
12. Indirect Costs (Sub-Total)				
	Profit			
13. Profit (Sub-Total)				
	Total			

DETAILED BUDGET INSTRUCTIONS

A detailed explanation of all costs identified should be attached to the budget. All costs are identified as Program Costs under this proposal. Both Project total and Program costs should have identical figures. No Administrative Costs will be assigned to the budget.

1. Staff Salaries (Sub-Total). List each position and name of all personnel that will be assigned to this project. If no staff has been assigned to a position that is identified as part of the budget, but will be filled for this project at a later date, identify the position and in parentheses "vacant". The proposer will submit the name once the position is filled. The project total will be the sum of total annual salary multiplied by the average percentage of time each individual will spend on the project. Duplicate figures in the Program column. Total amount of all salaries will be identified in the respective line marked "Staff Salaries (Sub-Total).
2. Staff Fringe Benefits (Sub-Total). List all fringe benefits that will be charged (e.g. FICA, Health Insurance, Workers Compensation, et cetera). Identify the percentage(s) used to calculate the totals.
3. Staff Travel (Sub-Total). In "A", list projected total miles per month for all staff travel that will be charged and the rate per mile. For example: (200 miles x 12 months @ .50 per mile). The total should be documented in the project total column and program column. For non-local travel you will list amount of funds that will be allocated for non-local travel. (For instance, costs charged to project for attendance at "out of" area meetings and/or conferences that are associated with this project, et cetera).
4. Communications (Sub-Total). List all costs associated with this project. A detailed explanation of identified costs should be attached to the budget that support amounts. If items already listed on the budget form do not apply use additional lines to identify the expense items.
5. Facilities (Sub-Total). List all facility costs that will be charged to this project. Provide detailed explanation and support documentation. Calculate total amount of all lines and add in the Sub-Total line for both project total and program columns
6. Insurance Costs (Sub-Total). List all insurance costs that will be charged to this project. Provide an explanation for these costs. Calculate total amount of all lines and add in the Sub-Total line for both project total and program columns
7. Taxes (Sub-Total). List all applicable taxes charged to this project. Identify the percentage rate used to calculate costs that are identified for GA Unemployment Tax and Federal Unemployment tax rate. Any other taxes identified for this budget for which a percentage is used must be identified. Calculate total amount of all lines and add in the Sub-Total line for both project total and program columns.
8. Operating Supplies (Sub-Total). Identify total amount for office supplies and program supplies required for this project. Only those cost of supplies that are necessary to operate this project should be listed. Calculate total amount of all lines and add in the Sub-Total line for both project total and program columns

- 9. Registrant Costs (Sub-Total).** Excluding “employer reimbursement”, list all type items and total amounts for each item listed that will be required in operation of the proposed project. “Employer Reimbursement” is not applicable to this proposal; therefore, no dollar amount should be identified. Calculate total amount of all lines and add the sum in the Sub-Total line for both project total and program columns.
- 10. Audit Costs (Sub-total).** List any audit and/or accounting fees that will be applicable to this project. Add additional lines if required, identifying name and costs. The Sub-Total line should be the sum of all items identified under the Project Total and Program columns.
- 11. Equipment Costs (Sub-Total). Office Equipment Purchase.** Identify a detailed list of all office equipment to be purchased under this project. Identify any equipment maintenance costs applicable to this project. In appropriate line, identify any office equipment or project equipment to be leased and costs that are applicable to this project. Provide a detailed list of this equipment and purpose. Proposers will submit copies of lease agreements if contracts are awarded.
- 12. Indirect Costs (Sub-Total).** The rate used to determine indirect cost. Support documentation of approved rate is required.
- 13. Profit (Sub-Total).** Applies only to for-profit agencies. The rate of profit applicable to this project is 5% of total contract amount.
- 14. Total.** Add all subtotal line items.

8. Qualifications and References

Name of the Contracting Agency

Address

Telephone Number, including Area Code

Dates (Terms of Contract)

Type of Program

Contract Amount

Contact Person

Address (if different than Contracting Agency)

Telephone Number (if different than Contracting Agency)

Qualifications -- In two pages or less, summarize the relevant qualifications, including experience and expertise of the proposer's organization.

References – Include in the proposal at least 3 written references that are familiar with the performance of the bidder's previous services that is similar in nature to those being proposed.

**Certification Regarding
Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.10. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

In keeping with this directive, the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form must be signed and returned with this Proposal. Should your proposal be selected for funding, this form will be required to be updated and made a part of your contract.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

The prospective primary recipient of Federal Assistance funds certifies to the best of its knowledge and belief, that is and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of 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;
- (c) 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 paragraph (1)(b) of this certification; and
- (d) 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.

If you cannot sign this certification, please attach a detailed explanation to your proposal when it is submitted.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Drug-Free Workplace Requirements

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required in paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) 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;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Name of Organization

Name and Title of Authorized Representative

Signature Date

PROVISIONS, ASSURANCES AND CERTIFICATIONS

Any entity receiving funds under the Workforce Innovation and Opportunity Act, Public Law 113-128 must adhere to the following provisions, assurances and certifications:

- 1) SEC. 501 of WIOA. Privacy. The privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
- 2) SEC. 502 of WIOA. Buy-American Requirement. Compliance with Buy American Act.—None of the funds made available under WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”);
- 3) Recipients of WIOA funds must adhere to the provisions regarding (29 CFR Part 93), Certification Regarding Lobbying;
- 4) Recipients of WIOA funds must adhere to the provisions of the Drug-Free Workplace Requirements Certification (29 CFR Part 98);
- 5) Recipients of WIOA funds must adhere to the provisions Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37); This assurance applies to the Grantee’s operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title IB financially assisted program or activity. The Grantee understands that the Grantor has the right to seek judicial enforcement of this assurance.
 - a. WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and sections 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;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- 6) Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions (29 CFR Part 98);
- 7) As the duly authorized representative the Grantee certifies that this agency 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 programs;
- 8) As the duly authorized representative the Grantee certifies that this agency 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 programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- 9) As the duly authorized representative the Grantee certifies that this agency 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;
- 10) As the duly authorized representative the Grantee certifies that this agency will initiate and complete work relating to financial and management information system reporting requirements within acceptable time frames;
- 11) The Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended;
- 12) 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;
- 13) Military Selective Service Act;
- 14) Nontraditional Employment for Women Act;
- 15) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604;
- 16) Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records
- 17) Will comply as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements;
- 18) 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;

- 19) Will comply with 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;
- 20) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA programs. Will comply with any other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Innovation and Opportunity Act, or subsequent Executive or Congressional mandates;
- 21) Will establish, in accordance with section 184 of the Workforce Innovation and Opportunity Act, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of, and accounting for, funds paid to the State through the allotments made under sections 127 and 132;
- 22) The contractor must adhere to the Priority of Services to Veterans and eligible spouses pursuant to (20 CFR Part 1010) the regulations of the Jobs for Veterans Act published at 73 Fed. Reg. On December 19, 2008. Veterans and eligible spouses will be provided priority in USDOL-funded workforce services in accordance with the Jobs for Veterans Act (P.L. 107-288), (38 USC 4215) and Jobs for Veterans Act Final Rule (20 CFR part 1010) published at 73 Fed. Reg. 78132 (December 19, 2008);
- 23) Assures that it will comply with the confidentiality requirements for Federal contracts;
- 24) Assures that no funds received under the Workforce Innovation and Opportunity Act will be used to assist, promote or deter union organizing;
- 25) Assures that it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at section 189(c) of the Act) which are necessary to enter into grant agreements for the allocation and payment of funds under the Act;
- 26) Advance Federal Agency Approval of Cost: It is agreed that it shall be the responsibility of the contractor to request in writing, from the WIOA Administrative Entity, approval of expenditures which require advance federal agency or their designee's approval in advance or incurrence of special or unusual costs. It shall be the responsibility of the WIOA Administrative Entity to acquire written approval from the federal agency or their designee's approval of these requests for advance approval received from the contractor and to notify the contractor in writing of the approval. Expenditures requiring advance federal agency or their designee's approval may not be made by the contractor prior to receipt of the WIOA Administrative Entity's written notification that federal agency or their designee's approval has been granted. The WIOA Administrative Entity's contract budget approval does not constitute previous federal agency/designee's and/or WIOA Administrative Entity approval of costs requiring advance federal agency/ designee approval.
- 27) Comply with the federal cost principles for determining allowable costs for this contract are OMB Circular A-122 for contracts with nonprofit organizations; A-87 for contracts with State or Local governments; and A-21 for contracts with educational institutions. Allowable costs for commercial organizations and those non-profits listed in Attachment C to OMB Circular A-122 must be determined under the provisions of the Federal Acquisition Regulation at 48 CFR part 31;
- 28) OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations. Commercial organizations expending more than \$750,000 in federal funds must have either an organization-wide audit conducted in accordance with OMB Circular A-133 or a program-specific financial and compliance audit;
- 29) The Federal Acquisition Regulation at 48 CFR Part 31 for commercial organizations and non-profit organizations listed in Attachment C of OMB CircularA-122;
- 30) Fair Labor Standards Act of 1935, as amended;
- 31) 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, codified from OMB CircularA-102;
- 32) 29 CFR Part 95, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations, codified from OMB CircularA-110;
- 33) The Copeland "Anti-Kickback" Act (18 USC Sec. 874 and 40 USC Sec. 276c), as supplemented by DOL in 29 CFR Part 3, regarding all contracts and subcontracts in excess of \$2000 for construction or repair;
- 34) The Davis-Bacon Act (40 USC Sec. 276a to Sec. 276a-7), as supplemented by DOL in 29 CFR Part 5, concerning wages to laborers and mechanics in construction contracts and subcontracts in excess of \$2,000 when required by Federal legislation;
- 35) Clean Air Act (42 USC Sec. 7401 et seq.): Contractor agrees to comply with all applicable standards, orders or regulations of this Act if contract exceeds \$100,000;
- 36) 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;

- 37) 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;
- 38) 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;
- 39) The conflict of interest and code of conduct requirements governing Workforce Innovation and Opportunity Act transactions set forth at 29 CFR 95.42 or 29 CFR 97.36(b)(3), as appropriate, and at 20 CFR 667.200(a)(4);
- 40) The requirements related to nepotism found at 20 CFR Section 633.320;
- 41) 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;
- 42) The Vietnam Era Veteran’s Readjustment Assistance Act of 1974 as amended September 7, 2007, and the Jobs for Veteran’s Act enacted in 2002;
- 43) The Georgia Security and Immigration Compliance Act of 2006 (SB 529) and the Georgia Illegal Immigration Reform and Enforcement Act of 2011. (OCGA13-10-91(b)(3));
- 44) (WIOA Training Programs) The contractor will ensure that worksites adhere to applicable federal/state wage, labor and worker’s compensation laws. Wages shall be paid at rates not less than those prevailing on projects of a similar nature in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of the Title 40, United States Code and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267; 5 U.S.C. App.) And Section 3145 of Title 40, United States Code (Recovery Act Sec. 1606);
- 45) The contractor must adhere to the prohibition of WIOA funds to be used for; religious or political activities including religious worship or instruction, gambling establishment, aquarium, zoo, golf course, or swimming pools;
- 46) The contractor must adhere to the Whistleblower Protection (Recovery Act Sec. 1553);
- 47) Local areas will comply with the security and privacy standards of Public Law 104-191 - the Health Insurance Portability and Accountability Act of 1996;
- 48) Paperwork Reduction Act of 1995 (44 U.S.C.3507(d));
- 49) Migrant and seasonal farmworkers will be provided the same range and quality of services as non-migrants, and equity of service will be afforded to migrant and seasonal farmworkers in all labor exchange services provided in the area. [20 C.F.R., Part 653]; and
- 50) Contractors will comply with section 101 of Public Law 109-149 which limits the salary and bonus compensation for individuals who are paid by funds appropriated to the Employment and Training Administration and provided to recipients and sub-recipients.
- 51) Americans with Disability Act Compliance – Contractor agrees to make reasonable efforts to comply with the Americans with Disability Act.
- 52) HIPAA Business Associate Agreement – Defines the rights and responsibilities of a contractor in reference to the Health Insurance Portability and Accountability Act, which pertains to the security and privacy of patient health information.
- 53) Federal Funding Accountability & Transparency Act (FFATA) – Contractor agrees to comply with FFATA that outlines the conditions for reporting for federal grants \$25,000 or greater.
- I have read and understand the above provisions, assurances and certifications. The agency/organization further understands it must adhere to all of the above provisions, assurances and certifications as applicable.

Authorizing Signature

Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federally 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 any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal grant, 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, an officer or employee of Congress, or an employee of employee of a Member of Congress in connection with this Federal Grant or Cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure form to Report Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, loans, and subcontracts) 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 imposed by Section 1352, Title 31, U.S. Code. Any organization that 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.

Typed Legal Name of Organization

Typed Name of Authorized Representative

Signature of Authorized Representative

Date

Confidentiality Agreement

Agency Name: _____, understands that our work for the Lower Chattahoochee Workforce Development Area 14 will involve handling sensitive personal information about Workforce Innovation and Opportunity Act ("WIOA") customers, including but not limited to customer's Social Security numbers. As part of our work, we will enter and retrieve personal information about customers using the Georgia Work Ready electronic data base system.

We understand that the Lower Chattahoochee Workforce Development Area 14, as a condition of providing WIOA services, has agreed to terms and conditions designed to safeguard the information obtained from WIOA customers, and to maintain confidentiality as required by law. I understand that various federal and state laws prohibit the unauthorized use or disclosure of personal information obtained from WIOA customers.

I agree to follow and be bound by those terms and conditions regarding confidentiality of personal information. I understand that I may be subject to civil and criminal liability under state and/or federal law if I violate those terms and conditions.

Authorized Agency Signature

Date