

Middle Georgia



Connecting Talent with Opportunity
A proud partner of the AmericanJobCenter[®] network

**Request for Proposal
Financial Monitoring Services
RFP Number FM-2023-01**

Date Issued: January 30, 2023

Submission Deadline: March 1, 2023, 5:00 p.m.

Issued by:

**Darrell Stillings
Executive Director**

Contact:

**Kerry Scarboro
Accountant**

Middle Georgia Consortium, Inc.
Request for Proposal for Financial Monitoring Services
RFP Number: FM-2023-01

The Middle Georgia Consortium, Inc. is seeking proposals for financial monitoring services of its subrecipients for the fiscal year ending June 30, 2023. The Consortium may elect to renew the contract for up to four (4) additional years, pending successful contract completion and funding availability from year to year.

DATE ISSUED: Monday, January 30, 2023

**QUESTIONS
DEADLINE:** Friday, February 10, 2023

CLOSING DATE: Tuesday, March 1, 2023; 5:00 p.m.

FORMAT: Please submit four (4) copies of the Proposal with one (1) being a printed original signed in BLUE ink. The other three (3) may be copies.

SUBMIT TO: Middle Georgia Consortium, Inc.
ATTN: Kerry Scarboro
124 Osigian Blvd., Suite A
P. O. Box 8539
Warner Robins, GA 31095-8539

Those responding to this solicitation may elect to either mail or personally deliver their proposals to the Middle Georgia Consortium office. Proposals must be clearly labeled on the envelope as ***Financial Monitoring RFP Response***. Proposals must be received by the date and time specified in this RFP as the Closing Date.

Each proposal and the date and time the proposal was received will be logged in by an appointed Middle Georgia Consortium staff member. Proposers should ensure that hand-delivered proposals are properly logged in. A receipt will be issued to the individuals that hand-deliver their proposal. Proposals received after the deadline date and time will not be accepted. Respondents may submit their proposal to the Consortium office any time prior to the deadline.

PART I – BACKGROUND AND OVERVIEW INFORMATION

The Middle Georgia Consortium, Inc. is a registered 501(c)(3) not-for-profit corporation which operates a federally funded job training program under the Workforce Innovation and Opportunity Act (WIOA) in the following counties: Baldwin, Crawford, Houston, Jones, Monroe, Peach, Pulaski, Putnam, Twiggs and Wilkinson. The Consortium is governed by a volunteer Board that provides oversight and guidance on program operations. Baldwin County serves as fiscal agent. The day-to-day management of the Corporation is supervised by the Executive Director, who is appointed by the Board of Directors.

PART II – SERVICES TO BE PROVIDED

The Consortium will engage the successful organization or individual selected to perform the following services, and others as identified as necessary, as they relate to the financial monitoring responsibilities:

- Implement the monitoring plan,
- Report outcomes of monitoring to the Consortium Staff as the monitoring plan is implemented; and
- Recommend solutions to problems as they are identified.

The scope of monitoring services procured through this process will include financial monitoring of all subrecipients of the Consortium. At the present time, these include:

- In-the-Door, LLC – (One-Stop Operator – Atlanta, GA)
- Central Georgia Technical College (Case Management Services – Warner Robins, GA)

The monitor will travel to subrecipient sites, conduct interviews with subrecipient staff members and observe operations. The Consortium may, at its discretion, assign Consortium staff members to accompany the monitor and assist in monitoring activities. **Monitoring activities for the first contract period on the above listed subrecipients must be started by June 30, 2023, if not already completed.**

The monitor will prepare written reports of each monitoring visit and submit these reports to the Consortium no later than 15 working days following the last day of the monitoring visit.

The reports submitted will be structured to address not only whether a system or procedure exists and is performed in compliance with applicable standards, but will also provide insights and suggestions that the Consortium may employ to enhance overall quality of performance and service. The usefulness and value of the reports toward addressing the Consortium's desire for information pertinent to its quality assurance goals will be of major concern and will be a factor in determining the consideration for subrecipient contract renewal.

The monitor shall submit supporting documentation, including notes, completed monitoring guides, copies of relevant participant or subrecipient documents, and other appropriate information, to support the monitoring report and any findings contained in the report.

The monitor will conduct entrance and exit interviews with subrecipients at the entity's site(s). At the exit interview, the monitor will inform the entity of any findings and recommendations. The monitor will be directed by and report all results to the Consortium. The Consortium will provide

subrecipients with a written management decision for the monitor's findings related to the Federal Award.

Performance Period

This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This contract may be renewed for up to four (4) additional years, if all contracting parties so agree and services provided by the contractor have been satisfactory. The contract budget will include only the first year based on amounts proposed and negotiated in response to this RFP. Amounts for subsequent years will be negotiated prior to the beginning of each monitoring cycle. The Consortium's authorized representative for all contract terms and conditions is Darrell Stillings, Executive Director, or his successor.

Start date should occur as expeditiously as possible, but should occur no later than ten (10) days from the date of the contract award.

PART III – SCOPE OF WORK

The Consortium solicits individuals or firms with extensive experience in financial reviews to conduct financial monitoring of its subrecipients. The purpose of financial monitoring is to ensure that the subrecipient is utilizing awarded funds for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the contract awarded.

Minimum Qualifications/Requirements

Individuals or firms responding to this request must demonstrate the knowledge of requirements and applications of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The selected firm will be expected to review applicable contractor policies, procedures and operations in the following major areas:

- Written accounting policy and procedures
- Accounting systems and controls
- Accounting system transactions
- Personnel policies and procedures
- Payroll, time sheets and salary allocation
- Payments to participants
- Travel policies and procedures
- Procurement policies and procedures, systems and controls
- Inventory policy and procedures, system and controls
- Financial reporting (billings to Middle Georgia Consortium, Inc.)
- Cost allocation plans, system and implementation
- Compliance with contractual, regulatory and funding source requirements
- Audits

Contract Structure

- **Amount of Contract** – The total amount of any contract will be equal to the financial monitor’s hourly rate times the number of work hours allotted for performance, plus the amount budgeted for travel expenses.
- **Billing** – The financial monitor will bill the Consortium separately for each monitoring review, detailing travel expenses and work hours.
- **Travel Expenses** – The Consortium will reimburse the monitor for actual travel expenses, at rates negotiated in the contract.

PART IV – SUBMISSION OF PROPOSAL

A. Instructions for Submission

Number of Copies – Please submit four (4) copies of the Proposal with one (1) being a printed original signed in BLUE ink, in a sealed envelope bearing **Financial Monitoring RFP Response** on the outside of the envelope. Those responding to this solicitation may elect to either mail, or personally deliver the proposals to the Consortium office.

Submission by Mail:

Respondents may mail proposals to:
Middle Georgia Consortium, Inc.
Attn: Kerry Scarboro
P. O. Box 8539
Warner Robins, GA 31095-8539

Submissions by Hand Delivery or Courier Service:

Proposals may be delivered by hand to the Consortium office Monday – Friday, 8:30 a.m. to 5:00 p.m., EST. to the following address:
Middle Georgia Consortium, Inc.
Attn: Kerry Scarboro
124 Osigian Blvd., Suite A
Warner Robins, GA 31088
478-953-4771

Middle Georgia Consortium, Inc. shall bear no responsibility for submitted responses on behalf of any Proposer. Proposer(s) may submit their proposal to the Consortium any time prior to the stated deadline.

Submission of proposal will constitute acknowledgement and acceptance of all the terms and conditions contained within this RFP. All response packages become Middle Georgia Consortium’s property. It is understood and agreed that the proposer claims no proprietary rights to the ideas and written materials contained in or attached to its response package.

Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specification of this RFP at the time a proposal is submitted to the Consortium.

Submission Deadline – Proposals must be delivered by hand or sent to the Consortium through U.S. Mail or other available courier services to the address shown above. Proposals must be submitted no later than the date and time indicated for submission in the RFP. The proposer remains responsible for ensuring on-time delivery of all submission requirements regardless of whether the delay is caused from the U.S. Postal Service, courier delivery services or any other act or circumstance. Late submittals will not be considered.

Format - Response packages should be (1) typed and non-reduced, (2) on only one side of each page, and (3) numbered in sequence. The attached Proposal Cover Sheet must be used in submitting your proposal. All elements of the proposal should be attached to the cover sheet and labeled as shown under the proposal format section of the cover sheet. Show the page number(s) for each section in the space provided.

Complete Submission – Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive. Non-responsive proposals will not be considered.

Rejection of Proposals – The Consortium reserves the right to reject any and all proposals it receives in response to this RFP. It is understood that submitted proposals will become part of the Consortium official files without further obligation. The Consortium will not pay for the development or preparation of proposals. Although cost is a consideration, the Consortium is not required to accept the lowest cost proposal.

Only One Proposal Received – If only one proposal is received, the Consortium staff has the following options:

Determine if there was sufficient time allotted for offerors to submit a proposal (if not, the solicitation may be amended to extend the receipt of proposal date and the only proposal received shall be returned unopened to the only offer).

Proceed with the evaluation of the proposal from the single offeror; if the offer meets the requirements as stated in the RFP, and the cost is determined to be fair and reasonable through negotiations, an award may be made.

If the evaluation determines that the only offeror does not meet our needs, or negotiations of the cost do not result in a fair and reasonable price, then the solicitation may be canceled and re-solicited at a later date. Note: If the solicitation is canceled the proposal shall be returned to the offeror and the canceled solicitation file shall be documented as to why it was canceled.

Questions regarding this RFP - All inquiries concerning this solicitation may be emailed to Kerry Scarboro at kscarboro@mgwib.com by the date and time specified in this RFP. A written response to questions submitted, if any, will be posted on the Middle Georgia Consortium website (www.mgwib.com) and sent to those formally requested an RFP package. It is the responsibility of proposers who download the RFP from the website to check the website for any possible answers to questions.

- A. **Proposal Contents** – All Responders to this RFP must include, at a minimum, the following information. Proposals which do not address each of the required items will be considered non-responsive and will not receive consideration.

1. **Demonstrated Effectiveness** – Describe services your organization has provided in the past three years that demonstrate your organization's capability to carry out the services proposed. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Complete the attached Client Reference Form for at least three (3) references that are able to attest to your organization's credibility and ability to carry-out the proposed service.
2. **Capability of Personnel** – Include resumes for all personnel who will be responsible for delivering the services proposed. Describe their experience in monitoring or auditing federal programs, including workforce programs. Describe their professional credentials.
3. **Organizational Structure** – Briefly describe your organizational structure.
4. **Monitoring Approach** – Provide a thorough description of the proposed method for providing the monitoring services solicited. The proposal should include services to be performed to implement the monitoring plan. The proposed plan should use the most recent monitoring guides from the Georgia Department of Economic Development, Workforce Division and from relevant federal agencies as a resource, and should cover topics as:
 - Accounting Systems
 - Program Income
 - Stand-in Costs
 - Budget
 - Bank Reconciliation
 - Internal Controls
 - Internal Control Analysis of Separation of Duties
 - Indirect Cost, if applicable
 - Cost Allocation Plans
 - Payroll
 - Travel/Transportation
 - General Liability, Automobile, Casualty and WC Insurance
 - Allowable and Unallowable Cost
 - Audits
 - Property
 - Written Procurement procedures
5. **Proposed Cost** – Provide the following information:
 - a. Hourly rate and anticipated number of hours budgeted to complete financial monitoring for each site which includes, development of risk assessment and monitoring plan, Off-site document review, On-site monitoring, report writing, and presentations to the Middle Georgia Consortium's Executive Director and staff regarding monitoring findings, if applicable.
 - b. Estimate all other costs associated with monitoring each site such as per diem, mileage, car rental and/or airfare, parking and other incidental expenses.

6. **Required Forms** – Required forms must be attached to the proposal.
7. **Other** – If you plan to subcontract any of the work identified in your proposal submission, please state your intentions in this section. Note: Subcontracting will generally not be permitted unless it is deemed beneficial or necessary to the overall success of the project and will require prior approval.

If desired, submit any other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

PART V – TERMS AND CONDITIONS

By submitting a proposal, respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements.

A. Middle Georgia Consortium, Inc. Terms and Conditions

1. Middle Georgia Consortium, Inc. will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to the Consortium, including any attachments, appendices, or other information submitted as part of a proposal, are considered public information, unless otherwise noted in the proposal itself as a trade secret or proprietary information, and become the property of the Middle Georgia Consortium, Inc. upon submission. The Consortium is not responsible for the return of creative examples of work submitted.
3. **Contract Termination:**
 - a. **Convenience** – Middle Georgia Consortium, Inc. may terminate this Agreements in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason the Consortium determines that such termination is in the best interest of the Consortium. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors, if applicable, shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice with 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of the Consortium, or his designee. The Consortium agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of the Consortium, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the Middle Georgia Consortium, Inc. The Contractor may not give notice of cancellation after it has received notice of default from the Consortium. In the event of such termination prior to completion of the Contract provided for herein,

Middle Georgia Consortium, Inc. agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

- b. **Cause** – Middle Georgia Consortium, Inc. may terminate this agreement when it has determined that the Contractor has failed to provide any of the services specified or has failed to comply with any of the provisions contained in the agreement. If the Contractor fails to perform in whole or in part under the agreement, or fails to make sufficient progress so as to endanger performance, the Consortium will thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which will be not less than five (5) consecutive calendar days after the giving of said written notice. In the event of such termination, the Consortium will be liable for payment only for the services rendered prior to the effective date of the termination, provided that the Contractor prepares and submits a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of the Consortium or his designee. The Consortium agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of the Consortium as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by the Consortium as a result of such default, including incremental cost that the Consortium will incur to have the Agreement completed by a person other than the Contractor.

B. Anti-Competitive Behavior

Proposer will not collude, in any manner, or engage in any practice, with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade.

C. Contact by Proposer

To ensure a fair and competitive environment, direct communication between Middle Georgia Consortium employees other than the RFP Contact or any party able to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process, or the award of a Contract is strictly prohibited.

Proposer(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of the Consortium, any member of the Consortium Board of Directors, or other official of an affiliated Board to which the Consortium has a relationship (including any and all members of the evaluation committee) for the purposes of influencing consideration of any proposal.

D. Updates to the Request for Proposal

Any changes, corrections, additions, or deletions made to this Request for Proposal will be posted on the Middle Georgia Consortium website (www.mgwib.com) and sent to those who formally requested an RFP package. It is the responsibility of proposers who download the RFP from the website to check the website for any possible changes.

E. Ownership of Materials

Ownership of all data, materials and documentation origination and prepared for the Consortium pursuant to this RFP and the resulting contract will belong exclusively to the Consortium.

F. Payment for Work

Contractors will submit invoices no later than 15 working days after the date of the exit conference from an engagement along with a completed monitoring report. Contractors may use their own format for invoices, including a narrative that describes services delivered and a description of costs associated with the tasks described in the Scope of Services.

G. Payment Terms

Middle Georgia Consortium's standard term of payment is Net 30 Days from receipt of the invoice. If discounts for accelerated payment are offered, it must be clearly indicated in the proposal.

H. Compliance with Federal Law, Regulations, and Executive Orders

Respondent's attention is called to the fact that any contract between the Middle Georgia Consortium, Inc. and the selected respondent(s) will be subject to financial assistance contracts between the Consortium and the Baldwin County Board of Commissioners as Fiscal Agent or other Federal or State funding sources as applicable. The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the proposal, as indicated the Proposal Contents section of this RFP.

Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

I. Insurance

Proposer must provide professional liability, general liability and property insurance in amounts sufficient to cover applicable contractual liability, protect program equipment, and facilities. Proposer must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Proposer's employees or agents are covered by sufficient automobile liability insurance. Proposer further represents to the Middle Georgia Consortium, Inc. that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute.

J. Contractor Assurances

Proposer must comply with all applicable requirements of the Workforce Innovation and Opportunity Act (WIOA) found in the Contractor Assurances attachment.

PART VI – PROPOSAL EVALUATION AND SELECTION PROCESS

An evaluation committee will consist of Consortium staff assigned by the Executive Director. The evaluation committee reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity.

A. Nonresponsive Proposals - A responsive proposal is one which complies, in all material aspects, with the requirements of the RFP in terms of method and timeliness of submission and substance of the proposal. A minor irregularity in the proposal, which is deemed to be a matter of form, rather than substance, the correction of which would not be prejudicial to other bidders, does not render a proposal nonresponsive. Responsiveness determinations will be made by an assigned Consortium staff person based on the following criteria:

- Proposal submitted by deadline;
- Requested number of copies submitted;
- Required forms prepared and submitted;
- All narrative sections addressed; and
- Services to be delivered within period specified in the RFP.

A report of nonresponsive proposals will be submitted to the Executive Director for review. Proposers who have submitted a nonresponsive proposal will be notified of this determination and the criteria on which it was based at the same time as all proposers are notified of the action taken on their proposals.

B. Proposal Evaluation – Evaluation of each proposal will be based on the following criteria:

Qualifications and Experience – 40%

Overall qualifications of company as demonstrated in detail narrative statement and qualifications of proposed personnel monitoring of workforce development programs. Demonstrated capability to provide the resources to perform the services outlined in the RFP.

Monitoring Approach/Understanding the Work to be Performed – 30%

Proposal demonstrates an effective approach and rationale to achieving the projects goals and objectives of the scope of work. Proposal details how tasks and financial monitoring elements will be managed.

Proposed Cost – 30%

Demonstrated ability to deliver Contract Financial Monitoring Services at a reasonable cost and all elements of cost detail are provided as requested in the proposal contents.

C. Competitiveness Determinations – The Executive Director will assign a staff person to average the ratings for each proposal, to derive a composite rating and for summarizing evaluation results. A minimum score of seventy (75) points must be received from at least one rater in order to be considered competitive. Proposals not receiving this minimum score will be considered noncompetitive and will receive no further consideration. Bidders who have submitted noncompetitive proposals will be notified of this determination and the rating score

they received at the same time all other bidders are notified on the action taken on their proposal.

- D. Management Review of Proposal Ratings** – The composite ratings and evaluation results will be submitted to the Executive Director for review. Only responsive and competitive proposals are eligible for further consideration.
- E. Contract Award** – It is expected that a decision selecting the successful audit firm will be made by Tuesday, March 7, 2023, with contract negotiations beginning on Wednesday, March 8, 2023. Upon conclusion of the final negotiations, it is expected that a one year fixed price contract will be awarded.

PART VII – LIST OF REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Proposal Cover Sheet
- B. Client Reference Form
- C. Financial Declarations and Disclosures

Part VIII – REQUIRED FORMS IF AWARDED A CONTRACT

- A. Contractor Provisions, Assurances and Certifications
- B. Certification Regarding Debarment, Suspension, and Lobbying
- C. Georgia Illegal Immigration Reform and Enforcement Act – Contractor Affidavit and Agreement

PART IX – OTHER ATTACHMENTS

- A. Middle Georgia Consortium, Inc. Grievance Procedure

ATTACHMENT A
PROVISIONS, ASSURANCES, AND CERTIFICATIONS

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. **Compliance with Applicable Laws, Regulations, Policies and Procedures:** It will ensure that all program activities adhere strictly to the Workforce Innovation Opportunity Act of 2014, as amended, and applicable regulations as contained in the Code of Federal Regulations at 20 CFR 600-688, 29 CFR 38 and 96-99; applicable State of Georgia regulations and all other applicable Federal, State and local regulations, laws and policies, all of the above as may be promulgated or amended during the contract period. No activity inconsistent with the provisions and intentions of the Act, regulations or State and local laws and policies will occur. The Service Provider also assures that it will comply with the Consortium's official policies and procedures which are promulgated or amended as "Service Provider Instructions" during the contract period. The requirements of Service Provider Instructions are incorporated herein by this reference and any Service Provider Instructions promulgated or amended during the effective dates of the agreement will constitute unilateral modifications to this agreement and will be valid as such.
2. **Safeguards Against Fraud and Abuse/Non-discrimination:** In operating programs funded under the Act, the Service Provider further assures that it will administer its programs under the Middle Georgia Job Training Plan in full compliance with safeguards against fraud and abuse as set forth in the WIOA and pursuant to Federal Regulations; that no portion of its WIOA program will in any way discriminate against, deny benefits to, deny training to, or exclude from participation, any persons on the grounds of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, (for WIOA beneficiaries) citizenship or WIOA participation or service to those most in need of them including but not limited to, low income persons, disabled individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.
3. **Financial Management System:** It has a financial management system capable to ensure effective control and accountability for funds and will maintain any property owned by the Consortium in accordance with policies contained in the Consortium's Property Handbook.
4. **Small, Minority and Women's Businesses:** The following actions will be taken to ensure that small, minority, and women's businesses shall have the maximum practicable opportunity to participate in the performance of this contract:
 - a. Include small, minority, and women's businesses on source lists and assure that they are solicited whenever they are potential sources;
 - b. Divide total requirements into smaller requirements to permit maximum small, minority, and women's business participation whenever economically feasible; and

- c. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate to assure adequate identification and participation of small, minority and women's businesses.
5. EEO: The Service Provider assures compliance with the following Equal Employment Opportunity clause as follows, and shall require such clause in any agreement which have or are expected to have an aggregate value within a 12-month period exceeding \$10,000 to read:

Equal Opportunity

During the performance of this agreement, the Service Provider agrees as follows:

- a. The Service Provider will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA), including the Non-Traditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 38. The United States has the right to seek judicial enforcement of this assurance.
- b. The Service Provider will not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief. The Service Provider will take affirmative action to ensure that applicants are employed/selected, and that participants and employees are treated during their period of participation/employment without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such action must include, but not be limited to, the following: 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 Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.
- c. The Service Provider will, in all solicitations or advertisements for employees or participants placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief.
- d. The Service Provider will permit access to any contract-related books, records, and accounts by the Consortium, State, and the Secretary of Labor for purposes

of investigation to ascertain compliance with applicable rules, regulations, and orders.

- e. In the event of the Service Provider's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further government contracts, and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 341-3708)/Non-construction Contracts exceeding \$2,500:

- f. If any agreement is under a statute providing wage standards for such work, the Service Provider shall include the provision described in paragraph (c) (3) (iii) in a non-construction contract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds \$2,500.
- g. The requirements of the Act do not apply to contracts for transportation or transmission of intelligence, to contracts under which work is to be performed solely within a foreign country, to contracts for the purchase of supplies or materials or articles ordinarily available on the open market, or to work where the DOL assistance is in the form of a loan guarantee or insurance.
- h. The provisions covering overtime requirements for non-construction contracts shall be substantially the same as the following provision as set forth in 29 CFR 5.5 (c) and (e).

Contract Work Hours and Safety Standards Act - Overtime Compensation

- a. Overtime Requirements. No Service Provider contracting for any part of any contracted work which may require or involve the employment of laborers or mechanics may require or permit any laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such a 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 eight hours in any calendar day or in excess of forty hours in such work week
- b. Violation. Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph 1, the Service Provider responsible therefore shall be liable to any affected employee for his or her unpaid wages. In addition, such Service Provider shall be liable to the United States. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph 1, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess

of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph 1

- 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 Service Provider, such sums as may be administratively determined to be necessary to satisfy any liabilities of such Service Provider for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 2.
- d. Records. The Service Provider shall maintain payroll records containing the information specified in 29 CFR 516.2. Such records shall be preserved for three (3) years from the completion of the contract.

7. Drug Free Workplace Requirements: As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
- d. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the LWDB in writing, within ten calendar days after receiving notice under subparagraph 4(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(ii), with respect to any employee who is convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;
 - h. Making a good faith effort that the Contractor and provider worksites maintain a drug- free workplace through implementation of paragraphs (1)-(7).
- 8. Copeland (Anti-Kickback) Act (40 U.S.C. 276 (c) and 18 U.S.C. 874): The Service Provider shall include in all contracts in excess of \$2,000 for construction, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by Federal funds, a provision prescribed in 29 CFR 5.5 (a) (5), requiring compliance with the Copeland Act. The Service Provider shall submit payrolls and a statement of compliance weekly to the recipient. The Copeland Act prohibits illegal deductions or kickbacks of wages to which employees are otherwise entitled. The Service Provider shall report all suspected or reported violations to the State.
- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-331): If any Service Providers are under a statute providing wage standards for such work, the Service Provider shall include a provision in all construction contracts in excess of \$2,000 which involve the employment of mechanics or laborers, including watchmen, guards, apprentices, and trainees. The provision shall be substantially the same as the provisions set forth in 6.C., above, except that, if the contract is subject to the Davis-Bacon Act, the following paragraph required by Section 107 of the Contract Work Hours and Safety Standards Act should be substituted for paragraph (5) of section 6.C., above:
 - a. The Service Provider 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.
- 10. Executive Order 11246 - Equal Employment Opportunity. The Service Provider shall include or require the inclusion of the clause required in 29 CFR 97.36(i)(3) and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) required in 41 CFR 60-4.3 (a) in all contracts involving Federally assisted construction. In addition, a Service Provider whose contract involves federally assisted construction agrees that:
 - It will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

It will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Service Providers with the equal opportunity clauses and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended, with a Service Provider debarred from or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Service Providers by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Service Provider agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the Service Provider under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Service Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

11. Collective Bargaining Agreements: The program shall not be implemented so as to impair any existing contract for service or collective bargaining agreements.
12. Political or Religious Activities: No funds provided under WIOA will be used for any activity involving political or religious activities.
13. Union Organizing: No WIOA funds will be used to assist, promote, or deter union organizing.
14. Benefits and Working Conditions: Benefits and working conditions for all individuals whose compensation is paid in whole or in part from funds received under this contract are at the same level as other employees working a similar length of time doing the same type of work.
15. Charging Fees: No person or organization has charged an individual a fee for the placement or referral of such individual in or to a training program under this Act.
16. Construction Costs: Construction costs for training, if provided, shall only be used to purchase equipment, materials and supplies for use by participants while on the job, for use in the training of participants, and to cover costs of a training program in construction operation.
17. Duplication/Supplantation: Facilities/services are not duplicative unless it has been established that such alternate facilities/services will be more effective or likely to achieve performance goals. Nor will WIOA funds be used to supplant funds for activities which would be available without the use of WIOA funds.

18. Lobbying: Federally appropriated funds will not be used for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant or loan. The Service Provider will complete a "Disclosure of Lobbying Activities" form for any and all lobbying activities which are supported by other than federally appropriated funds.
19. Limitations on Activities: Activities involving entertainment, religion, politics, discrimination, participants displacing current or laid-off workers, conflicts of interest, nepotism, public service employment or any activities not consistent with the provisions and intentions of the Act, regulations, State or local laws and policies will not occur, nor will any associated costs be requested for reimbursement.
20. Business Relocation: No funds provided under this agreement have been used, or proposed for use, to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location.

For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under this agreement shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any relocating establishment or part thereof at a new, or expanded location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the original location.

For the purposes of this section, relocating establishment means a business entity, including a successor in interest, which is moving any operations from a facility in one labor market area within the United States and its territories to a new or expanding facility in another labor market area.
21. Clean Air Act: The Service Provider will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
22. Energy Policy and Conservation Act: The Service Provider will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995.]
23. Davis Bacon Act: The Service Provider will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees when required by Federal grant program legislation).
24. Equal Opportunity: As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, The Service Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national

- origin (including limited English proficiency), 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 I-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; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Service Provider also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Service Provider's operation of the WIOA Title I-financially assisted program activities, and to all agreements the Service Provider makes to carry out the WIOA Title-I financially assisted program or activity. The Service Provider understands that the United States has the right to seek judicial enforcement of this assurance.

- 25. One Stop Partner: If the Service Provider is a One-Stop Partner, it agrees to expand its existing services/activities to include the services of other partners (GDOL Memo 4/18/01).
- 26. The Service Provider will comply with the security and privacy standards of Public Law 104-191 - the Health Insurance Portability and Accountability Act of 1996
- 27. The Service Provider assures that veterans and other qualified persons will be provided priority in all U.S. Department of Labor-funded workforce services in accordance with the Jobs for Veterans Act of (P.L. 107-288), (38-U.S.C. 4215).
- 28. The Service Provider assures compliance with the Walsh-Healy Act (41 U.S.C. 35 et seq.), concerning contracts for the manufacture of furnishing of materials, supplies, articles, and equipment in any amount exceeding \$10,000.
- 29. The Service Provider will comply with Public Law 109-234, Salary and Bonus Limitations.
- 30. Non-Construction Programs: As the duly authorized representative the Contractor certifies that this agency:
 - a. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
 - b. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 - c. 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.

- d. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable time frames.
 - e. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Investment Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.
 - f. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
 - g. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - h. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c. and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
 - i. 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.
 - j. Will cause to be performed the required financial and compliance audits in accordance with 2 CFR Part 200: Cost Principles, Audit, and Administrative Requirements for Federal Awards, subpart F-Audit Requirements.
 - k. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.
31. Procurement of Recovered Materials - A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

ATTACHMENT B
DEBARMENT AND SUSPENSION CERTIFICATIONS
LOWER TIER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntarily Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Technical College System of Georgia, Office of Workforce (TCSG, OWD) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarment," "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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 TCSG, OWD.
6. 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 TCSG, OWD, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 of frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
8. 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.
9. 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 TCSG, OWD may terminate this transaction for cause or default.

ATTACHMENT B
DEBARMENT AND SUSPENSION
CERTIFICATIONS

Certification

Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

Legal Name of Organization: _____

Name of Authorized representative: _____

Signature of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter 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 DOL.
6. The prospective recipient of Federal assistance funds 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,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement of Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require the 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.
9. Except for transactions authorized under paragraph 5 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 DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B
DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

As the duly authorized representative, the Service Provider certifies that:

1. No federal appropriated funds have been paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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 an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-

LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
3. The Undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including subcontractors, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty or not less than \$10,000 and not more than \$100,000 for each failure.

Name of Proposer/Contractor Organization

Name of Certifying Officer: _____

Signature of Certifying Officer: _____ Date: _____

ATTACHMENT C
GEORGIA SECURITY AND
IMMIGRATION COMPLIANCE ACT OF 2011

Georgia Illegal Immigration Reform and Enforcement Act of 2011
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization (6 Digit User Identification Number/E-Verify #)

Date of Authorization

(Type or Print) Agency/Business Name of Sub-Contractor

Workforce Innovation and Opportunity Act
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on this _____ day of _____, 2022, in _____ (city), Georgia.

Signature of Authorized Officer or Agent of Sub-Contractor (Agency/Business)

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME:

On this _____ day of _____, 2022

NOTARY PUBLIC SIGNATURE

ATTACHMENT C
SUB-CONTRACTOR AFFIDAVIT

Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ on behalf of Middle Georgia Consortium, Inc. and the Middle Georgia Workforce Development Board has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Service Provider will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Service Provider hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Authorization User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

Notary Public

My Commission Expires: _____

OTHER ATTACHMENTS
GRIEVANCE PROCEDURES



Equal Opportunity Complaint and General Grievance Policy and Procedure

For Applicants, Participants, Other Interested or Affected Parties

SECTION I: Equal Opportunity Complaint Policy

SECTION II: General Grievance Policy

SECTION III: Complaints of Fraud, Abuse, or Other Alleged Criminal Activity

SECTION IV: Complaints against Public Schools

SECTION V: Notification of Revisions/Updates to Policy and Procedure

I. EQUAL OPPORTUNITY COMPLAINT POLICY

Work Source Middle Georgia/Middle Georgia Workforce Development Board (MGWDB) adheres to the following United States law: “Equal Opportunity Is the Law”. It is against the law for a recipient of federal financial assistance to discriminate on the following basis: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

WorkSource Middle Georgia/MGWDB must not discriminate in any of the following areas: (1) deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; (2) providing opportunities in, or treating any person with regard to, such a program or activity; or (3) making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, WorkSource

Middle Georgia/MGWDB is required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

What To Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

WorkSource Middle Georgia/MGWDB's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose);

or

The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center.

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

A **complaint** is an allegation of discrimination on the grounds a person, or any specific class of individuals, has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69. An allegation of retaliation, intimidation or reprisal for taking action or participating in any action to secure rights protected under WIOA will be processed as a **complaint**.

Note: A complaint cannot be processed as both a program complaint and as a discrimination complaint.

FILING COMPLAINTS OF DISCRIMINATION (under Equal Opportunity Complaint Policy)

Who May File: Any person requesting aid, benefits, services or training through the WorkSource Middle Georgia workforce system; eligible applicants and/or registrants; participants; employees, applicants for employment; service providers, eligible training providers (as defined in the Workforce Innovation and Opportunity Act), and staff with the workforce system that believes he/she has been or is being subjected to discrimination prohibited under the Nondiscrimination and Equal Opportunity Provisions 29 CFR Part 38 and Section 188 of the Workforce Innovation and Opportunity Act (WIOA).

WorkSource Middle Georgia/MGWDB is prohibited from discriminating against a person, or any specific class of individuals, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, sexual orientation and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69 in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA-funded program or activity. If you think that you have been subjected to discrimination under a WIOA-funded program or activity, you may file a complaint within **180 days** from the date of the alleged violation with:

**Middle Georgia Consortium, Inc.
Kerry Scarboro
Equal Opportunity Officer
124 Osigian Blvd., Suite A
Warner Robins, GA 31088
Phone: (478) 953-4771 or
1-800-537-1933
TDD/TTY (800) 255-0056
Email: kscarboro@mgwib.com**

Each complaint must be filed in writing, either electronically or in hard copy, and must contain the following information:

- (A) The complainant's name, mailing address, and, if available, email address (or another means of contacting the complainant).
- (B) The identification of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination).
- (C) A clear description of the allegations in sufficient detail including the date(s) and timeline that the alleged violation occurred to allow the recipient, as applicable, to decide: (1) what agency has jurisdiction over the complaint; (2) whether the complaint was filed in time; and (3) whether the complaint has apparent merit; in other words, whether the complainant's allegations, if true, would indicate noncompliance with any of the

nondiscrimination and equal opportunity provisions section 188 of WIOA or part 29 CFR Part 38.

(D) The written or electronic signature of the complainant or the written or electronic signature of the complainant's representative.

Complaint Processing Procedure

An initial written notice to the complainant will be provided within three (3) work days of receipt of the complaint. The notice will include the following information pursuant to part 29 CFR 38.72:

(1) Acknowledgement of complaint received including date received; notice that the complainant has the right to be represented in the complaint process; notice of rights contained in §38.35; and notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be

translated into the non-English languages as required in §§38.4(h) and (i), 38.34, and 38.36.

(2) A written statement of issue(s) which includes a list of the issues raised in the complaint; for each issue, a statement of whether or not the issue is accepted for investigation or rejected and the reasons for each rejection after performing a period of fact-finding.

(3) Notice that the complainant may be resolved by using the issue Alternative Dispute Resolution (ADR) any time after the complaint has been filed, but before a Notice of Final Action has been issued.

If the complaint does not fall within the Workforce Innovation and Opportunity Act jurisdiction for processing complaints alleging discrimination under Section 188 or Equal Opportunity and Nondiscrimination provisions at 29 CFR Part 38.74, the complainant will be notified in writing within five business days of making such determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file with the Civil Rights Center (CRC) within thirty days of the determination.

Upon determination that the complaint has merit and is within the Workforce Innovation and Opportunity Act jurisdiction and period of fact-finding or investigation of the circumstances underlying the complaint.

Complaint Processing Time Frame

A complaint will be processed and a Notice of Final Action issued within 90 days of receipt of the complaint pursuant to 29

CFR 38.72. The complainant may elect to file his or her equal opportunity complaint with the Technical College System of Georgia, Office of Workforce Development (OWD). The address and information for OWD are as follows: Attention: TCSG OWD, Compliance

Director, 1800 Century Place N.E. Suite 150, Atlanta Georgia, 30345-4305, Phone: (404) 679-1371

Email: WIOACompliance@tcsge.edu use the form at: <http://www.georgia.org/wp-content/uploads/2014/06/OWD-Grievance-Form-110915.pdf>.

If WorkSource Middle Georgia/MGWDB has not provided the complainant with a written decision within 90 days of the filing of the complaint, the complainant need not wait for a decision to be issued. Complainant may file a complaint with OWD or CRC within 30 days of the expiration of the 90-day period. If the complainant is dissatisfied with WorkSource Middle Georgia/MGWDB's resolution of his or her equal opportunity complaint, the complainant may file a complaint with OWD. Such complaint must be filed within 30 days of the date you received notice of WorkSource Middle Georgia/MGWDB's proposed resolution.

OR

Complaints may be initially filed or appealed to the Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at www.dol.gov/crc within 30 days of complainant's receipt of either WorkSource Middle Georgia/MGWDB Notice of Final Action or OWD Notice of Final Action. In other words, within 120 days Complainant may file his or her appeal.

Resolution Process

Alternative Dispute Resolution (ADR): Complainants must be given a choice as to how they want their complaints resolved. Mediation is recommended as an appropriate means for ADR and will be conducted by an impartial mediator. After an investigation is conducted by the Equal Opportunity Officer, ADR may be chosen by the complainant to resolve the issues. The complainant has a right to select ADR to resolve the dispute at any time prior to receiving a Notice of Final Action. If the complainant chooses ADR for dispute resolution, WorkSource Middle Georgia/MGWDB will provide the impartial mediator and will provide all interested parties information regarding the arrangements (date, time, and location).

Time Frame: The period for attempting to resolve the complaint through mediation will be 30 days from the date the complainant chooses mediation; but must be performed within 90 days of the initial filing date.

Successful Mediation: Upon completion of successful mediation, the complainant and respondent will both sign a conciliation agreement attesting that the complaint has been resolved. A copy of the conciliation agreement will be provided to Technical College System of Georgia, Office of Workforce Development (OWD) within 10 days of the date the conciliation agreement was signed.

Unsuccessful Mediation: In the event mediation was not successful, WorkSource Middle Georgia/MGWDB shall proceed with issuing a Notice of Final Action within the 90 days of the initial filing date. The complainant has a right to file his/her complaint with the CRC if mediation was unsuccessful.

Complainant Responsibility: The complainant may amend the complaint at any point prior to the beginning of mediation or the issuance of the Notice of Final Action. The complainant may withdraw the complaint at any time by written notification.

Breach of Agreement: Any party to any agreement reached under ADR may file a complaint in the event the agreement is breached with the Compliance Director, Technical College Systems of Georgia, Office of Workforce Development (OWD), 1800 Century Place N.E. Suite 150, Atlanta Georgia, 30345-4305 or Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210. The non-breaching party may file a complaint within 30 days of the date that party learns of the alleged breach (29 CFR 38.72).

I. GENERAL GRIEVANCE POLICY

Any person applying for or receiving services through the Workforce Innovation and Opportunity Act Title I (WIOA) paid for by WorkSource Middle Georgia/Middle Georgia Workforce Development Board (MGWDB) will be treated fairly. WorkSource Middle Georgia/MGWDB will make every effort to resolve all general, non-discriminatory complaints informally between those involved before a grievance is filed. Grievances may be filed in accordance with the written procedures established by WorkSource Middle Georgia/MGWDB. **If you believe a violation of Title I of the Workforce Innovation and Opportunity Act or regulations of the program has occurred, you have the right to file a grievance.**

A **grievance** is a complaint about customer service, working conditions, wages, work assignment, etc., arising in connection with WIOA Title I funded programs operated by WIOA recipients including service providers, eligible training providers, One-Stop partners and other contractors.

FILING A GENERAL GRIEVANCE (violations of the act or regulations not alleging discrimination)

Who May File: Any person, including WIOA program participants, applicants, staff, employers, board members, or any other

interested parties who believes they have received unfair treatment in a WIOA Title I funded program.

Any person may attempt to resolve all issues of unfair treatment by working with the appropriate manager and/or supervisor and staff member, service provider, or One-Stop partner involved informally prior to a written grievance being filed.

All complaints as described in the previous definition may be filed within 120 days after the act in question by first completing and submitting the General Grievance Form to:

Middle Georgia Consortium, Inc.

Kerry Scarboro

Equal Opportunity Officer

124 Osgian Blvd., Suite A

Warner Robins, GA 31088

Phone: (478) 953-5389 or

1-800-537-1933

TDD/TTY (800) 255-0056

Email: kscarboro@mgwib.com

Grievance Processing Procedure

A grievance may be filed by completion and submission of the General Grievance Form located at www.mgwib.com. WorkSource Middle Georgia/MGWDB will issue a written resolution within 60 days of the date the grievance was filed. Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WorkSource Middle Georgia/MGWDB shall provide the grievant with an opportunity for a hearing within sixty 60 days of the complaint's filing, if requested in writing by the grievant. In the event a hearing is not requested, WorkSource Middle Georgia/MGWDB shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the grievant is dissatisfied with WorkSource Middle Georgia/MGWDB's decision, he or she may appeal the decision to Technical College System of Georgia, Office of Workforce Development (OWD) within 60 days of the date of the decision. If such an appeal is made, the OWD shall issue a final determination within 60 days of the receipt of the appeal.

In the event WorkSource Middle Georgia/MGWDB does not issue a written resolution within the 60 days of the complaint's filing as required, the grievant has the automatic right to file his or her complaint with the Technical College System of Georgia, Office of Workforce Development.

Hearing Process

A hearing on any complaint filed shall be conducted as soon as reasonably possible, but within 60 days of the complaint's filing. Within 10 business days of the receipt of the request for a hearing, WorkSource Middle Georgia/MGWDB shall: (1) respond in writing acknowledging the request to the grievant; and (2) notify the grievant and respondent of a hearing date. The notice shall include, but not limited to: (1) date of issuance; (2) name of grievant; (3) name of respondent against whom the complaint has been filed; (4) a statement reiterating that both

parties may be represented by legal counsel at the hearing; (5) the date, time, place of the hearing, and the name of the hearing officer; (6) a statement of the alleged violation(s) of WIOA ; (7) copy of any policies and procedures for the hearing or identification of where such policies may be found; and (8) name, address, and telephone number of the contact person issuing the notice.

The hearing shall be conducted in compliance with federal regulations. The hearing shall have, at a minimum, the following components: (1) an impartial hearing officer selected by WorkSource Middle Georgia/MGWDB; (2) an opportunity for both the grievant and respondent to present an opening statement, witnesses, and evidence; (3) an opportunity for each party to cross-examine the other party's witnesses; and (4) a record of the hearing which Work Source Middle Georgia/MGWDB shall create and maintain.

The hearing officer, considering the evidence presented by the grievant and respondent, shall issue a written decision which shall serve as Work Source Middle Georgia/MGWDB's official resolution of the complaint. The decision shall include the following information: (1) the date, time, and place of hearing; (2) a recitation of the issues alleged in the complaint; (3) a summary of any evidence and witnesses presented by the grievant and respondent; (4) an analysis of the issues as related to the facts; and (5) a decision addressing each issue alleged in the complaint.

No applicant, participant, employee, service provider or training provider will be intimidated, threatened, coerced or discriminated against because they have made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing.

Appeal Process:

An appeal may be requested by contacting Technical College System of Georgia, Office Of Workforce Development, Attention: TCSG OWD, Compliance Director, 1800 Century Place N.E. Suite 150, Atlanta Georgia, 30345-4305, Phone: (404) 679-1371 Email: WIOACompliance@tcsge.edu within 60 days of the date of the decision.

III. COMPLAINTS OF FRAUD, ABUSE, OR OTHER ALLEGED CRIMINAL ACTIVITY

In cases of suspected fraud, abuse or other alleged criminal activity, you should direct your concerns to the Office of Inspector

General, U.S. Department of Labor, at 1-866-435-7644 or inspector.general@oig.ga.gov.

IV. COMPLAINTS AGAINST PUBLIC SCHOOLS

If the complaint is not resolved informally and it involves public schools of the State of Georgia, the grievance procedure will comply with WIOA and OCGA 20-2-1160.

V. NOTIFICATION OF REVISIONS/CHANGES TO POLICY AND PROCEDURE

The Equal Opportunity Complaint and General Grievance Policy and Procedure shall be reviewed by the EEO Officer periodically for any changes that require updates in accordance with WIOA or part 29 CFR 38. The EEO Officer is responsible for updating the Policy and Procedure, forms, documentation, print or electronic media. In the event of a required policy change or revision, the EEO Officer will first notify the WorkSource Middle Georgia/MGWDB Executive Director of the changes needed. The updated policy must be presented to the Middle Georgia Workforce Development Board and the Middle Georgia Local Elected Official Board for review and approval. Policy and Procedure changes shall not take effect until the revisions have been approved by both the Middle Georgia Workforce Development Board and the Middle Georgia Local Elected Official Board.

All active participants, WorkSource Middle Georgia/MGWDB staff, One Stop partners, and other interested parties must be notified of any policy and procedure change. Active participants will be notified via regular first-class mail or electronic mail and will be documented with case notes in the electronic participant portal. WorkSource Middle Georgia/MGWDB must also update all other sources that reference the policy and procedure such as electronic media and office postings. WorkSource Middle Georgia/MGWDB must update all contracts, MOUs, and all other pertinent documents that reference compliance with the policy and procedure. WorkSource Middle Georgia/MGWDB staff will be required to attend training sessions on any updated policy and procedure changes. Additionally, WorkSource Middle Georgia/MGWDB staff are trained annually to ensure the most current policies and procedures are followed. Training session attendance is documented and maintained in the employee training file.

I CERTIFY THAT I HAVE RECEIVED A COPY OF THIS POLICY AND PROCEDURE AND UNDERSTAND THE INFORMATION PROVIDED WITHIN THIS DOCUMENT.
