

# South Central Workforce Development Board



## REQUEST FOR PROPOSALS FOR FISCAL AGENT SERVICES FOR THE SOUTH CENTRAL WORKFORCE DEVELOPMENT BOARD (SCWDB)

WORKFORCE INNOVATION AND OPPORTUNITY ACT

**Release Date**

February 9, 2018

**Proposal Deadline**

March 23, 2018

**Pre-Proposal Conference: February 22, 2018 8:30 a.m. (Central)**

**Contract Period**

July 1, 2018 to June 30, 2019

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**REQUEST FOR PROPOSALS FOR SOUTH CENTRAL WORKFORCE DEVELOPMENT  
AREA  
FISCAL AGENT SERVICES**

The South Central Workforce Development Board (“WDB”), in partnership with the Barren River Chief Local Elected Official (CLEO), has responsibility for the planning and oversight of workforce development services under the Workforce Innovation and Opportunity Act (WIOA) in the 10 county South Central Workforce Development Area (Area). The Area is comprised of Allen, Barren, Butler, Edmonson, Hart, Logan, Metcalfe, Monroe, Simpson, and Warren Counties.

**Date Issued:** February 9, 2018

**Scope of Services:** The successful bidder will receive and disburse all funding at the direction of the WDB.

**Contract Period:** July 1, 2018 – June 30, 2019 with an annual renewal option for an additional two years at the WDB and Barren River Local Elected Official (LEO) Consortium’s discretion.

**Funds Available:** Program Year (PY) 2016 allocations are not known at this time. Previous total WDB budgets in years past have ranged from 1.3 to 2 million. There are strict limits of 10% for administrative costs under the federal WIOA. The fiscal agent cost is only one of these administrative costs which include: reporting, supervision, contracting, auditing, etc. The LEO Consortium requires that all bidders include a breakdown of fiscal and administrative costs and how these funds will be allocated. The chosen bidder will be required to adhere to strict guidelines including quarterly approval of all expenditures.

**Eligible Bidders:** Any public or private for-profit or non-profit entity in or that is eligible to operate within the South Central Workforce Development Area is eligible.

Entities that are presently debarred, suspended, or proposed for debarment are not eligible to receive a contract.

**Limitations:** This RFP does not commit the LEO Consortium to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services.

**Project Responsibilities:** Fiscal responsibilities for the operating budget of the Area. Funds may be federal, state, and/or local of approximately \$1.3 to \$2 million plus any carry over funds from the previous fiscal year.

**Questions:** Deadline for submission of written questions is March 2, 2018 at 4:00 PM Central time. Answers will be posted at [scwdbresponse@gmail.com](mailto:scwdbresponse@gmail.com), no later than March 7, 2018.

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## **SECTION I. INTRODUCTION**

This is a Request for Proposals (RFP) for an organization to serve as the fiscal agent for the management and disbursement of WIOA funds to provide services to adults, dislocated workers, and youth as well as other state and federal funds awarded to the WDB. The successful bidder will receive, disburse, and account for said funding at the direction of the WDB. The successful bidder will prepare and submit all reports required by the Commonwealth of Kentucky and the WDB. According to WIOA § 107(d)(12)(B)(II), in order to assist in the administration of the grant funds, the CLEO may designate an entity to serve as a local grant subrecipient for such funds or as a local fiscal agent.

In March 2015, the Kentucky Workforce Investment Board (KWIB) issued an Interlocal Agreement policy that defines the procurement and designation of the Fiscal Agent or local grant subrecipient by stating that the Local Elected Official (LEO) Consortium shall carry out a competitive procurement process and that the Department of Workforce Investment (DWI) has reviewed and approved the RFP. The SCWDB submitted this RFP for review and it has been approved. Furthermore, the policy provides that proposals will be evaluated and ranked based upon criteria including but not limited to quality of services, demonstrated experience of quality service delivery, cost, conflict of interest policies, and history of fiscal integrity.

The Board, in partnership with the CLEO, has responsibility for the planning and oversight of workforce development services under WIOA in the 10 county Area.

The intent of WIOA Title I is to provide training opportunities for residents that match the existing and future workforce needs of employers. The focus of service delivery is to provide eligible adults, dislocated workers and youth with access to career information, career assessment and, as needed, training and other career preparation that will increase opportunities for employment. Business services include assistance with identifying individuals to fill job openings, re-employment of laid-off workers, and provision of other services and information to help employers recruit, retain, and develop their workforce.

The LEO Consortium will maintain all proposals received in response to this RFP on file for at least three (3) years in the event negotiations with the selected organization cannot be finalized or in the event an organization is not able to perform. The LEO Consortium reserves the right to reopen the RFP at any time.

## **SECTION II. FISCAL AGENT ROLES AND RESPONSIBILITIES**

The selected organization will serve as the fiscal agent for WIOA Title I and other workforce development funds that are allocated to the local area. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of WIOA Title I and other funding during the period of the contract. The fiscal agent duties and responsibilities shall be performed for the direct benefit of the WDB in the disbursement of funds and performed in accordance with, and governed by, applicable provisions of WIOA Title I and regulations, applicable Federal Office of Management and Budget (OMB) circulars and state policies and law. The fiscal agent disbursement of funds shall be performed in accordance with WDB policies and procedures.

The fiscal agent shall cooperate with and assist the WDB and CLEO with their objectives for the Area in conformity with WIOA Title I and regulations. The fiscal agent has no duties or

responsibilities for the management or results of any program for which funds are disbursed other than to ensure that all disbursements comply with all corresponding regulations. The fiscal agent does not make decisions about who receives the money or approve budgets. The WDB funds will pass through the fiscal agent. The fiscal agent requests cash (drawn down process) as needed from the Department for Workforce Investment (DWI).

In general, the fiscal agent is responsible for the following functions:

1. Receives funds;
2. Manages accounts payable, receivables and reporting and performs fiscal monitoring annually of each WDB contractor.
3. Understands WIOA, OMB Circulars and all WDB policies and remains up to date on all changes in policies and procedures.
4. Disburses the funds at the direction of the WDB, as long as those directives do not violate any provision of WIOA, OMB Circulars, or state law or policies.
5. Ensures sustained fiscal integrity and accountability for expenditures of funds in accordance with OMB circulars, WIOA, corresponding federal regulations and state policies and requirements of funding sources, as appropriate;
6. Responds to any audit financial findings;
7. Maintains proper accounting records and adequate documentation;
8. Prepares financial reports; and
9. Provides technical assistance to WDB staff, contractors and vendors regarding fiscal issues.

If awarded, the successful bidder will serve as the fiscal agent for the Area and will enter into a contract agreement with the LEO Consortium. The organization will receive and manage all formula WIOA funds for the Area including but not limited to: Adult, Dislocated Worker, and Youth and other private, federal or state funds. The organization will provide services related to grants management, general accounting and financial services, oversight for fund integrity, annual fiscal monitoring of WDB contractors, and technical assistance. The fiscal agent will work closely with the Direct Service Provider and/or One-Stop Operator throughout the period of the contract. The local fiscal agent shall comply with all relevant federal and state confidentiality laws.

### **SECTION III. SCOPE OF SERVICES**

#### **1) Control of WDB Funds**

- a. The fiscal agent shall project cash needs and request cash to coincide with timely payment to WDB contractors.
- b. The fiscal agent will receive and manage all funds in compliance with applicable state, federal, and WDB policy and fund-specific regulations; and ensure internal controls to maintain fiscal integrity.
- c. The fiscal agent shall conduct annual fiscal monitoring of Direct Service Provider and/or One-Stop Operator as well as other contractors designated by the WDB.

#### **2) Disbursement of Funds**

- a. The fiscal agent shall disburse Area funds in accordance with the WIOA, the WIOA Regulations and Commonwealth of Kentucky grant specific requirements.
- b. Disbursements shall be made by the fiscal agent from available funds at the direction of the WDB within a reasonable time following receipt of complete and accurate requests for reimbursement.

c. The fiscal agent will adhere to the applicable cost principles found in the Office of Management and Budget (OMB) circulars. The OMB circulars are incorporated herein by reference and are further specified in WIOA program regulations at 29 CFR 95.27 and 29 CFR 97.22.

d. The fiscal agent shall disburse funds based upon invoices reviewed and approved as designated by the WDB.

### **3) Accounting of Funds**

a. The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with all funds by funding stream for the duration of the term of its services.

b. The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.

c. The fiscal agent will limit the risk of questioned or disallowed costs.

d. The fiscal agent will implement any invoicing system, or procedures deemed necessary by the WDB, Commonwealth of Kentucky and the fiscal agent in order to comply with its duties and responsibilities.

e. The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.

f. The fiscal agent will establish as necessary and maintain appropriate ledgers to manage obligations and expenditures of funds using accounting software. Applicants must state the accounting software that they will be using and their willingness to use another accounting software if the state changes their requirements.

g. The fiscal agent will establish procedures and processes to ensure that all amounts payable to contractors, and/or vendors, are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.

h. The fiscal agent will establish procedures and processes to ensure that all amounts receivable or due to the local workforce development area are collected and recorded on a timely basis.

i. The fiscal agent will maintain a record of all financial transactions for WIOA and other funds allocated and expended in the local workforce development area.

j. The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from contractors to the WDB.

k. The fiscal agent will prepare the cost allocation plan for the WDA.

l. The fiscal agent will establish a procedure to record and report all costs and matching funds (cash and in-kind).

m. As requested, the fiscal agent will provide training and technical assistance to WDB contractors on fiscal matters.

### **4) Financial and Grant Reporting**

a. To support the oversight role of the WDB, the fiscal agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the WDB to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and contractors.

b. The fiscal agent will work with the WDB and develop and provide standard financial reports as needed by the WDB, LEO Consortium, Commonwealth of Kentucky or Direct Service Provider and/or One-Stop Operator.

c. The fiscal agent will report on an accrual basis in accordance with the U.S. Department of Labor and DWI requirements and systems.

- d. The fiscal agent will report total obligations by funding stream as required by DWI.
- e. The fiscal agent will prepare required federal and state financial reports associated with management of grant funds.
- f. The fiscal agent will provide reports and other assistance to the WDB required to monitor fiscal performance of all contractors and budgets.
- g. The fiscal agent will be required to prepare financial reports and grant closeouts annually.
- h. The fiscal agent will assist the Direct Service Provider and/or One-Stop Operator with the preparation of grant and contract budgets.
- i. The fiscal agent will provide local allocation, expenditure and budget spreadsheets for the WDB and Direct Service Provider and/or One-Stop Operator review on a monthly/year-to-date (YTD) basis.

## **5) Recovery/Reimbursement**

- a. The fiscal agent shall assist the WDB, LEOs and/or Commonwealth of Kentucky with the recovery of funds paid to contractor or vendor subsequently disallowed.
- b. The fiscal agent shall reimburse the WDB and/or Commonwealth for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- c. The fiscal agent will not be responsible for funds disallowed at the contractor level.
- d. The fiscal agent will be responsible for any theft or misappropriation of WDA funds and is required to carry at its own cost commercial liability and a fidelity bond that meets the WDB and CLEO's requirements.

## **6) Deliverables**

The fiscal agent shall be responsible for:

- a. Timely processing of invoices;
- b. Accounting of grant funds by funding stream;
- c. Cash management and cash requests to the LEO's, WDB and DWI as necessary;
- d. Monthly financial reports;
- e. Cooperation with the WDB, the Direct Service Provider and/or One-Stop Operator, LEO Consortium, and CLEO toward goals and objectives of the WDB.
- f. The selected bidder must participate in Direct Service Provider and/or One-Stop Operator meetings as required and attend WDB meetings and other meetings called by the WDB and the CLEO as appropriate. The selected organization will be expected to participate in any Statewide meetings related to fiscal management in general and the fiscal agent specifically.

## **7) Monitoring**

- a. The fiscal agent shall cooperate with the LEO Consortium and all funders (federal, state, local, and/or other) in the monitoring and auditing of all WDB funds.
- b. The fiscal agent is responsible for conducting an annual fiscal and program monitoring of the service provider(s).
- c. The CLEO or the WDB acting on behalf of the CLEO, may appoint representatives to conduct routine monitoring reviews of fiscal agent activities.

## **8) Transition**

The Area currently has a contract with the City of Bowling Green to provide the fiscal agent functions for the Area. If the City does not bid and/or does not win the bid:

- a. The WDB will work with the winning bidder for no less than 45 days from the date of the award of the contract to transition the systems, processes and procedures established in the Area to successfully carry out the fiscal agent functions.
- b. The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent.
- c. The selected bidder will be required to participate in transition training for a new fiscal agent if the contract is ended by either the WDB or the fiscal agent.

**SECTION IV. AVAILABLE FUNDS**

WIOA imposes a 10% limit for administrative costs. The fiscal agent cost is only one of those administrative costs. The LEO Consortium anticipates that there will be negotiations with the successful bidder for the costs of fiscal agent services based on the proposed budget found in the bidder’s response.

The chart below represents the PY17 WIOA formula funds allocated to the Area. PY18 funding is not known at this time but is expected to be similar to PY17.

***Allocations for PY17 and Administration Funds  
(July 1, 2017 through June 30, 2018)***

WIOA	SCWDB Allocation
Adult	\$ 459,895.10
Dislocated Worker	\$ 513,852.53
Youth	\$ 507,481.35
Administration (at 10%)	\$ 163,535.05
<b>TOTAL</b>	<b>\$1,644,764.03</b>

**SECTION V. RFP RESPONSE**

The respondent(s) must complete and submit a two-part proposal consisting of a Technical Proposal and a Business Proposal. All proposals should clearly demonstrate the respondent’s qualifications and abilities to provide the services outlined in SECTION II. FISCAL AGENT ROLES AND RESPONSIBILITIES.

**The Technical Proposal should be no longer than twenty (20) double-spaced pages, excluding Cover Page, Table of Contents, Executive Summary, Business Proposal and Attachments.** Brief proposals are welcomed.

**1). Formatting Requirements**

In order to simplify the review process and obtain the maximum degree of comparison, each Technical Proposal shall be organized as follows:

- Font size: 11 point
- Font style: Arial
- Line spacing: Double-spaced
- Margins: 1” on all sides
- Pages: Single sided
- Page number: Centered at the bottom of each page
- Language: English

- Other: Proposals should not be placed in binders or folders. Please use one staple or a binder clip in the upper left-hand corner to secure all pages. Each section should be clearly marked.

**2). Points Awarded**

- Proposer Qualifications 20
- Fiscal Integrity 35
- Plan of Work 20
- Business Proposal 25
- Leveraged Resources 7 Bonus Points

**3). Proposal Guidelines**

- 1. Cover Page** – Includes name, address, phone number, and contact information for the Authorized Representative of the respondent(s) or company. Also include corporate structure (e.g. Non-Profit 501C, C or S Corp, Sole Proprietor, or Limited Liability Corporation), date of inception and/or incorporation, and Federal, State and County Tax ID numbers. Provide a copy of all valid business licenses.
- 2. Table of Contents** – Includes a table of contents that identifies the material in the proposal by section and page number.
- 3. Executive Summary** – Includes an executive summary that provides a brief overview of the proposal not to exceed one (1) page.
- 4. Technical Proposal** – Includes proposer qualifications, operations plan, and delivery strategies to meet the scope of work.
- 5. Business Proposal** – Includes project timeline and pricing.
- 6. Attachments** – Includes documentation of similar work providing fiscal management services that may or may not have been funded through WIOAWIA.

**4). Submission of Proposals**

To be considered for this contract(s), one (1) original and five (5) signed and completed copies of the proposal must be received by the WDB offices either by mail or in-person **no later than 4:00 p.m. Central on Friday, March 23, 2018. You must also include one (1) electronic version of the proposal on a flash drive.** Proposals submitted via email or fax **will not** be considered.

Address all responses to:  
 South Central Workforce Development Board  
 c/o Strumpf Associates  
 Attention: Lori Strumpf  
 1717 K Street, NW  
 Suite 900  
 Washington, DC 20006

Incomplete proposals or any proposals received after that date and time **will not** be considered.

**5) Technical Proposal Criteria**

The LEO Consortium intends to select a financial services organization that exhibits the strongest ability to provide the highest quality services, based upon the following criteria:

**Qualifications:**

- Must be a full service financial management and accounting firm which is incorporated or a government entity, such as a City or a County Department, that meets the remaining criteria.
- Must provide an individual point of contact dedicated to providing financial management services on behalf of CLEO and WDB. Individual must oversee accounting services performed.
- Must have at least 3 years' experience managing federal contracts of at least \$3 million or more.
- Must demonstrate competency in reporting and recording requirements into state and federal financial systems for federal grants and contracts.
- Must specify the system used for internal management and reporting and have the capacity to set up additional financial systems as required.
- Must be able to maintain separation between multiple sources of funds from federal, governmental and private sources in adherence with all federal and Kentucky state requirements.
- Preferred experience includes managing Workforce Investment Act/Workforce Opportunity and Innovation Act funds on behalf of a local workforce board.
- Ability to best respond to various needs contained in this RFP.

The **Technical Proposal** shall include the following:

#### **A. Proposer Qualifications**

Describe the bidder's background including:

1. Description of business and brief history of bidder.
2. Examples of types of contracts the bidder has previously entered into, including type of contracting entity, location of the work, and general types of services provided.
3. Summarize past performance and external customer satisfaction for related services.
4. Describe internal or external evaluations conducted on your organization and/or operations during the past two (2) years.
5. A description of how the services the bidder is proposing will be staffed and the qualifications of the individuals responsible for each staffed position.
  - Attach resumes of key staff (as attachments, they will not count in the overall technical proposal page limitation) and clearly identify how they will contribute to the provision of services, including their relationship to the contracting organization (full-time, part-time, consultant) and amount of time to be devoted to the project.
  - Plan for staffing redundancy to ensure uninterrupted fiscal representation.
6. The respondent(s) should provide a list of three (3) references familiar with the respondent's past work over the past 3 years.

#### **B. Proposer's Fiscal Integrity**

Describe the fiscal services to be provided that will ensure compliance with all federal and state statutes, regulations, and policies and generally accepted accounting principles. Describe methods and processes and provide a project plan.

1. Summarize policies and procedures regarding internal controls, including separation of duties.
2. Provide information about fundamental financial practices including:
  - a. budgeting practices including obligation and expenditure target and reviews, the process for budget modifications, and the tracking of commitments not yet recorded in the accounting system;
  - b. accounting system usage and review;

- c. cash management practices – bank statement reconciliation, cash and credit card disbursement requirement;
- d. the processing of accounts payable including invoice review and reconciliation;
- e. financial reporting processes;
- f. cost allocation including the use of an approved indirect cost rate, the use of actual costs as the basis of allocations and the allocation of staff wages based on a time distribution system;
- g. personnel cost tracking and management;
- h. travel expense review and reconciliation;
- i. Individual Training Account (ITA) protocols, if applicable;
- j. financial oversight of subcontracted program services; AND
- k. the use of other administrative systems as prescribed within 29 CFR Part 97.

In addition, provide as attachments **(not counted in the page limitation)**

- A copy of the two most recent audit reports and/or financial statements for the organization.
- If the entity has previously acted as fiscal agent for WIA/WIOA funds, provide a copy of the two most recent fiscal monitoring reports for your organization and any Auditor of Public Accounts (APA) Audits or Examinations.
- All appendices, A-C.

### **C. Plan of Work**

Using the Scope of Services in this RFP as guidance, describe the fiscal services to be provided that will ensure compliance with all federal and state statutes, regulations, and policies and generally accepted accounting principles. Describe methods and processes and provide a project plan including reference to all items noted:

1. Accounting of WDB Funds (including control, disbursement and recovery)
2. Applicants must state the accounting software that they will be using and their willingness to use another accounting software if the state changes their requirements.
3. Financial and Grant Reporting; including deliverables.
4. Disbursement of Funds;
5. Transition from fiscal year to fiscal year.

### **6) Business Proposal Criteria**

**The Business Proposal shall include the following (excluded from 20-page limit):**

1. For the purposes of this proposal, submit a budget for the 2018 fiscal year (July 1, 2018 through June 30, 2019).
2. The Business Proposal shall contain the justification for the cost of the services. It shall also contain data adequate to establish the reasonableness of the proposed costs.
3. Delineate personnel costs, travel, supplies, equipment, or other expenses, as appropriate.
4. The respondent(s) must follow the Federal allowable cost principles that apply under WIOA. The respondent(s) will be evaluated on their ability to offer high quality services while keeping costs reasonable for the services provided.
5. If the respondent(s) is proposing to be reimbursed for a Federally Approved Indirect Cost Rate (ICR), the respondent(s) must submit a copy of the approved indirect cost plan that has been approved by the Federal cognizant agency for the organization for indirect costs to be considered for payment.

6. The respondent(s) must follow the guidelines established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the respondent(s) does not have an approved ICR, the CLEO reserves the right to negotiate possible indirect costs with the recipient after contract award.
7. This is a cost reimbursement contract that provides for the reimbursement of all allowable costs under WIOA, which are approved in the contract budget. The respondent(s) must maintain the documentation necessary to support all costs and expenses.

**Administrative Cost Limitations:**

There are strict limits for administrative costs under the federal WIOA. The fiscal agent cost is only one of those administrative costs. The WDB may not exceed these cost limitations. The LEO Consortium reserves the right to withdraw this RFP if, in its opinion, the fiscal agent cost is excessive in relationship to the allowable administrative costs.

**SECTION VI. PROPOSAL INSTRUCTIONS AND INFORMATION**

**A. Contracting**

The initial Scope of Work will be for the period beginning no sooner than July 1, 2018 and ending June 30, 2019 for fiscal agent functions. The contract may be extended annually for an additional two years for satisfactory performance.

In the event that there are any re-allotments or rescissions of the federal funds, a modified budget will be approved by the WDB and the LEO Consortium.

**B. Contract Renewal**

The option for contract renewal will be based on performance, monitoring reviews, and availability of funds. The process for contract renewal will require the submission of the following documents by April 30 during each year contract renewal is available (2019 and 2020):

1. Copy of state certified auditors' report
2. Narrative describing any changes in scope or activities
3. Budget narrative for FY 2019 (July 1, 2019 to June 30, 2020) and FY 2020 (July 2, 2020 to June 30, 2021).
4. Other relevant items requested by the LEO Consortium or the WDB.

**C. Proposal Deadline**

- The deadline for receipt of proposals is **4:00 pm, Central Time, March 23, 2018**. Proposals must be officially received by this deadline to be considered.
- All proposals must be sealed. All submitted proposals will state on the front of the sealed envelope, "Response to RFP for fiscal agent services."
- A receipt will be furnished, upon written request, to bidders who submit a proposal by mail.
- Proposals delivered by hand will be provided a receipt at the time of delivery.
- Proposals may be mailed via regular mail, express delivery, or hand-delivered to the following address:  
Strumpf Associates: Center for Strategic Change  
SCWDB. c/o Strumpf Associates  
1717 K Street, NW, Suite 900  
Washington, DC 20006
- All proposals will be time and date stamped upon receipt. Proposals received after the

deadline will be considered non-responsive and will not be reviewed.

**D. Responsiveness**

Bidders that fail to follow the requirements set forth in this RFP regarding page limits, number of copies and format may be considered non-responsive. The LEO Consortium reserves the right to reject any or all proposals at their sole discretion.

**E. Workforce Policies**

- Copies of pertinent workforce policies and regulations may be found through the Kentucky Workforce Innovation Board web page at <http://kwib.ky.gov/>
- Additional information about the WDB policies may be obtained at the Workforce Development Board’s web page at <http://sckyfwd.org/>

**F. Authorized Signatory Authority**

The bidder’s authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the bidder’s organization.

**G. Subcontracting**

Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the LEO Consortium prior to contract execution. If the bidder currently subcontracts certain functions or activities and intends to do so as part of this proposal, the subcontractor must be identified and an original signed letter from the subcontractor attesting to agreement to the terms of the proposal and any resulting contract must be included in the proposal. Subcontractor performance is the responsibility of winning bidder and winning bidder/primary contractor is liable for all actions and/or lack of action on the part of all subcontractors.

**H. Proposal Evaluation**

The proposal criteria identified herein is a guideline for bidders and reviewers; however, the final decision for contract award rests with the LEO Consortium. The LEO Consortium is not required to contract with the entity receiving the highest ranking as a result of the proposal review process. Proposals that do not meet minimum standards will be considered non-responsive.

**1). Evaluation process**

A Review Panel will independently evaluate each proposal. It is possible that the Review Panel or the LEO Consortium will request that bidders make an oral presentation to the representatives of the Review Panel and others. If an oral presentation is requested, bidders will be notified of date, time and place. Bidders should note that the LEO Consortium may award a contract with or without price negotiation.

**2). Evaluation Criteria**

The proposal will be evaluated based on the bidder’s responses to the information requested in Section V.

	Possible Points
<b>A. Proposer Qualifications</b> Background, performance and organizational stability - whether bidder adequately addressed all the response items and appears to be a solid	20

organization and extent bidder demonstrated evidence of ability to perform the functions described in its project plan; AND Qualifications and Staffing - completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	
<b>B. Fiscal Integrity</b> Score is based on demonstrated past fiscal integrity through compliance and accountability for expenditures of funds in accordance with OMB circulars, WIA or WIOA and the corresponding federal regulations and state policies and ensured internal controls to maintain fiscal integrity. The bidder must have responded positively with corrective action to any audit financial findings; proper procurement process must have been followed; and, appropriate use, management, and investment of funds to maximize performance outcomes must have been followed. Appropriate conflict of interest policies must have been followed.	<b>35</b>
<b>C. Plan of Work</b> Score is based on adequacy of response to all items in the instructions, strength of approach and processes, and understanding of the work and timetables necessary to achieve compliance, performance and integrity.	<b>20</b>
<b>D. Business Proposal</b> Cost Score is based on reasonableness of pricing consistent with the plan of work proposed, and the qualifications of bidder.	<b>25</b>
<b>TOTAL</b>	<b>100</b>
<b>Bonus Points (Up to 7 points)</b> Up to seven (7) additional bonus points will be awarded to the respondent(s) that demonstrates and documents leveraged resources for staff, and/or other operating costs.	

**I. Governing Provisions and Limitations**

1. The LEO Consortium is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. The LEO Consortium reserves the right to accept or reject any or all proposals received, to cancel or to reissue this RFP in part, or its entirety.
3. The LEO Consortium reserves the right to award a contract for any items/services solicited via this RFP in any quantity the LEO Consortium determines is in its best interest.
4. The LEO Consortium reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
5. The LEO Consortium reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the Workforce Development Area.
6. The LEO Consortium reserves the right to contact any individual, organization, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all bidders.
7. The LEO Consortium reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not available or received from the U.S. Department of Labor, Kentucky DWI or other funding sources or due to legislative changes.
8. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the bidder to accept this obligation may result in cancellation of

the award. No plea of error or mistake shall be available to the successful bidder as a basis for the release of proposed services at the stated price/cost.

9. A contract with the selected bidder may be withheld, at the LEO Consortium's sole discretion, if issues of contract or questions of non-compliance arise, until such issues are satisfactorily resolved. The LEO Consortium may withdraw award of a contract if the resolution is not satisfactory to the LEO Consortium.

Violation of any of the following provisions may cause a proposal to be rejected:

1. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the LEO Consortium or WDB for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
2. No employee, officer, or agent of the LEO Consortium or WDB shall participate in the selection, award or administration of a contract supported by workforce development funds, if a conflict of interest, or potential conflict, would be involved.
3. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's bid to be rejected.
4. Bidders are prohibited from contacting or soliciting support from LEO Consortium members, WDB members, or regional elected officials regarding their intent to bid on this work. Such contacts will result in immediate disqualification and rejection of the bid.

#### **J. Administrative Requirements and Procedures**

The following administrative requirements and procedures should be carefully reviewed prior to development of a proposal.

1. It is the LEO Consortium's intent to award only one (1) contract under this RFP.
2. The successful bidder will be required to maintain automated and paper records for fiscal management, property, procurement, plans, policies and procedures, monitoring results, internal and external evaluations, and audits. In the event the contract is not renewed or is terminated, the current contractor agrees to provide all of the identified records to the WDB.
3. The successful bidder agrees to comply with the WDB and Commonwealth of Kentucky policies related to information technology.
4. The successful bidder agrees to comply with all applicable federal and state confidentiality laws and to keep and hold all Proprietary Information disclosed by the LEO Consortium, WDB, KCC partners, affiliates, customers, or vendors of the WDB in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, human resource information, and customer lists.
5. The successful bidder acknowledges that for any product and/or deliverable provided as part of the contract, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same without the consent of any other party and that any product and/or deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any product and/or deliverable.

## APPENDIX A. Assurances

The bidder hereby assures and certifies compliance with each of the requirements where applicable.

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

- 1) The bidder is authorized by its Board of Directors, Trustees, other legally qualified office or as the owner of this agency or business to submit this proposal.
- 2) The bidder organization is not currently on any federal, Commonwealth of Kentucky, or local Debarment List.
- 3) The bidder organization will provide records to show that it is fiscally solvent and will provide any other information and/or accept an appointment for interview, if needed.
- 4) The bidder has, or will have, all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
- 5) The bidder will abide by all fiscal and program requirements as provided in the WIOA and federal regulations.
- 6) The bidder will abide by record retention requirements contained in 29 CFR 95.53 or 29 CFR 97.42 and any applicable state retention schedules.
- 7) The bidder will abide by the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98.
- 8) The bidder will abide by Equal Employment Opportunity – All Contractors shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and E.O. 13672, as supplemented by regulations at 41 CFR Part 60, "Office of Federal Agreement Compliance Programs, and Equal Employment Opportunity Department of Labor."
- 9) The bidder will abide by The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 10) The bidder will abide by The Davis-Bacon Act as supplemented by US Department of Labor regulations (29 CFR Part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of an Agreement shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 11) Proprietary Information. During both the Agreement timeframe and after its completion, the bidder agrees to keep and hold all Proprietary Information disclosed by the LEO Consortium, WDB, partnering entities, affiliates, customers, or vendors of the local workforce development area in strict confidence and trust. Proprietary Information being that

information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, and customer lists.

12) Scope of Work Transition.

- The selected bidder will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent, if the incumbent is not selected/does not bid.
- The selected bidder will be required to participate in transition training for a new fiscal agent if the contract is ended by either the LWDB or the fiscal agent.

The bidder will meet all applicable federal, state, and local compliance requirements. These include, but are not limited to:

- Maintaining records that accurately reflect fiscal accounts;
- Maintaining record confidentiality, as required;
- Reporting financial data, as required;
- Permitting and cooperating with federal investigations undertaken in accordance with the WIOA;
- Complying with federal and state non-discrimination provisions;
- Meeting requirements of Section 504 of the Rehabilitation Act of 1973;
- Meeting all applicable labor laws, including Child Labor Law standards; and
- Accepting funding for and working within the guidelines of other funding opportunities provided the WDB.

The bidder will not:

- Use WIOA funds to assist, promote, or deter union organizing;
- Use WIOA funds to employ or train persons in sectarian activities; or
- Use WIOA funds for lobbying.

The undersigned hereby assures and certifies that if selected the bidder's organization is in compliance with all of the Assurances and Certifications where applicable.

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Name and Title of Authorized Representative

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Signature Date

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Name of Applicant Organization

**Appendix B. Debarment Certification  
Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

Applicant Organization: \_\_\_\_\_

Applicant Organization Address: \_\_\_\_\_

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).

- 1) The prospective primary participant (i.e. Fiscal Agent) certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making also statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application/renewal package.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix C. Non-Collusion Affidavit**

The respondent is hereby giving oath that it has not, in any way, directly or indirectly, entered into any arrangement or agreement with any other respondent or with any officer of the South Central Workforce Development Board or LEO Consortium whereby it has paid or will pay to such other respondent or officer or employee any sum of money or anything of real value whatever; and has not, directly or indirectly, entered into any arrangement or agreement with any other respondent or respondents which tends to or does lessen or destroy free competition in the letting of the agreement sought for by the attached response; that no inducement of any form or character other than that which appears on the face of the response will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said response or awarding of the agreement, nor has this respondent **entered into** any agreement or understanding of any kind whatsoever, with any person whomsoever, to pay, deliver to, or share with any other person in any way or manner any of the proceeds of the agreement sought by this response.

Signature of Authorized Representative: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

County of \_\_\_\_\_

Commission Expiration Date \_\_\_\_\_