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Workforce Innovation and Opportunity Act

Request for Proposals for: Fiscal Administrator for the Workforce Development Board of Kanawha County (WV Region 3)

Release Date: February 6, 2026

Proposals Due: February 20, 2026

Recommendations to WDB Board: Special Meeting
date TBD

Contract Period: From selection date through June 30, 2027, then subject to annual renewals

All proposals must be submitted electronically:
Tim Morris, WDBKC Chair,
board@wdbkc.org

The Workforce Development Board of Kanawha County (“WDB”), in partnership with the Kanawha 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 1-county Workforce Development Area. The Area is comprised of Kanawha County.

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

Contract Period: The period will begin on the contracted date and end on June 30, 2026, with an annual renewal option for an additional two years at the WDB and Local Elected Official (LEO) discretion.

Funds Available: The Program Year (PY) 2025 and Fiscal Year (FY) 2026 allocations budget is \$1,164,054.71. PY26/FY27 funds are unknown currently. There are strict limits of 10% on administrative costs under WIOA. The fiscal agent cost is only one of these administrative costs which include: reporting, supervision, contracting, auditing, etc. The WDB requires that all bidders include a total 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 WDB 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 to the WDB 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, plus and carryover funds from the previous fiscal year.

Questions: Deadline for submission of written questions is Feb 9, 2026 at 4:00 PM. All questions should note “Questions” in the subject title. Questions addressed electronically to Tim Morris, WDBKC Chair at board@wdbkc.org.

TABLE OF CONTENTS

Section I. Introduction	4
Section II. Fiscal Agent Roles and Responsibilities	4
Section III. Scope of Services	5-7
-Control of WDB Funds	
-Disbursement of Funds	
-Accounting of Funds	
-Financial and Grant Reporting	
-Recovery/Reimbursement Deliverables	
-Monitoring	
-Transition	
Section IV. Available Funds	8
Section V. RFP Response	8-12
-Formatting Requirements	
-Points Awarded	
-Proposal Guidelines	
-Submission of Proposals	
-Technical Proposal Criteria	
A. Proposer Qualifications	
B. Proposer's Fiscal Integrity	
C. Plan of Work	
Business Proposal Criteria	
Section VI. Proposal Instructions and Information	12-16
-Contracting	
-Contract Renewal	
-Proposal Deadline	
-Responsiveness	
-Workforce Policies	
-Authorized Signatory Authority	
-Subcontracting	
-Proposal Evaluation	
-Governing Provisions and Limitations	
-Administrative Requirements and Procedures	
APPENDICES	17-19
-Appendix A - Assurances	
-Appendix B - Debarment Certification	
-Appendix C - Non- Collusion Affidavit	

SECTION I. INTRODUCTION

This is a Request for Proposals (RFP) for an organization to serve as the fiscal agent for the management and disbursal 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 WDB. According to WIOA § 107(d)(12)(B)(I)(II), to assist in the administration of the grant funds, the CLEO may designate an entity to serve as a local fiscal agent.

The Board, in partnership with CLEO, has responsibility for the planning and oversight of workforce development services under WIOA in the 1-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.

SECTION II. FISCAL AGENT ROLES AND RESPONSIBILITIES

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 approves budgets. The WDB funds will pass through the fiscal agent. The fiscal agent requests cash (drawn down process) as needed from Workforce West Virginia.

SECTION III. SCOPE OF SERVICES

Control of WDB Funds

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, as outlined in 20 C.F.R. 679.420. 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 regulations under the Uniform Grants Guidance (UGG) at 2 C.F.R. Part 200, and state policies and law. The fiscal agent's disbursal of funds shall also be performed in accordance with WDB policies and procedures

- The fiscal agent shall project cash needs and request cash to coincide with timely payment to WDB contractors.
- The fiscal agent shall receive and manage all funds in compliance with applicable state and federal laws and regulations and WDB policy; and ensure internal controls to maintain fiscal integrity.

- 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

- The fiscal agent shall disburse Area funds in accordance with the WIOA, the WIOA Regulations, the UGG, and Workforce WV grant-specific requirements.
- 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, and according to WDB policies and procedures.
- The fiscal agent will adhere to the applicable cost principles found in Subpart E of the UGG.
- The fiscal agent shall disburse funds based upon invoices reviewed and approved as designated by the WDB.

3) Accounting of Funds

- 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.
- The fiscal agent will ensure that all financial procedures follow Generally Accepted Accounting Procedures (GAAP), OMB policies, the UGG, and any other applicable federal or state laws or regulatory requirements.
- The fiscal agent will ensure charges to WIOA are allowable under applicable state and federal requirements to help prevent the risk of questioned or disallowed costs .
- The fiscal agent will implement any invoicing system, or procedures deemed necessary by the WDB and the fiscal agent, to comply with its duties and responsibilities.
- The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.
- 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 its requirements.
- The fiscal agent will establish procedures and processes to ensure that all amounts payable to contractors, and/or vendors, are paid from existing funds (with oldest fund year paid first) and that proper documentation for each claim is maintained in accordance with federal and state requirements .
- 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.
- 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.
- The fiscal agent will assist with processes and procedures for invoicing proper documentation, and reporting from contractors to the WDB.

- The fiscal agent will prepare the cost allocation plan for the WDB, as applicable.
- The fiscal agent will establish a procedure to record and report all costs and matching funds.

4) Financial and Grant Reporting

- To support the oversight role of the WDB, the fiscal agent will prepare and disseminate financial reports monthly in formats prescribed by the WDB to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and contractors.
- The fiscal agent will work with the WDB and develop and provide standard financial reports as needed by the WDB, WDB Board of Directors, Workforce WV, or Direct Service Provider and/or One-Stop Operator.
- The fiscal agent will report on an accrual basis in accordance with the U.S. Department of Labor.
- The fiscal agent will report total obligations by funding stream as required.
- The fiscal agent will prepare required federal and state financial reports associated with the management of grant funds.
- The fiscal agent will provide reports and other assistance to the WDB required to monitor fiscal performance of all contractors and budgets.
- The fiscal agent will be required to prepare financial reports and grant closeout reports annually.
- The fiscal agent will assist the Direct Service Provider and/or One-Stop Operator with the preparation of grant and contract budgets.
- 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

- The fiscal agent shall assist the WDB, CLEO and/or Workforce WV with the recovery of funds paid to a contractor or vendor that are subsequently disallowed.
- The fiscal agent shall reimburse the WDB and/or Workforce WV for any funds paid to a contractor that are subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor. The fiscal agent will not be responsible for funds being disallowed at the contractor level.
- The fiscal agent will be responsible for any theft or misappropriation of WDB 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:

- Timely processing of invoices.
- Accounting of grant funds by funding stream.
- Cash management and cash requests to the CLEO and/or WDB, as necessary.

- Monthly financial reports.
- Cooperation with the WDB, the Direct Service Provider and/or One-Stop Operator, WDB, and CLEO toward goals and objectives of the WDB.
- Participation in Direct Service Provider and/or One-Stop Operator meetings as required, attend WDB meetings and other meetings called by the WDB and the CLEO as appropriate, and participation in any Statewide meetings related to fiscal management in general and the fiscal agent specifically.

7) Monitoring

- The fiscal agent shall cooperate with the WDB and all funders (federal, state, local, and/or other) in the monitoring and auditing of all WDB funds.
- The fiscal agent is responsible for conducting an annual fiscal and program monitoring of the service provider(s).
- 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 WDB will work with the winning bidder for no less than 45 days from the date of the award of the contract to transition into the systems, processes, and procedures established in the Area to successfully carry out the fiscal agent functions.
- The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition functions from the incumbent fiscal agent.
- At the end of the contract period, the fiscal agent will participate in transition training for the new fiscal agent

SECTION V. RFP RESPONSE

Bidders must complete and submit a two-part proposal consisting of a Technical Proposal and a Business Proposal, including a proposed budget and pricing. All proposals should clearly demonstrate the bidders' 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 welcome.

1). Formatting Requirements

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.

3). Proposal Guidelines

Cover Page – Includes name, address, phone number, and contact information for the Authorized Representative of the bidder(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.

Table of Contents – Includes a table of contents that identifies the material in the proposal by section and page number.

Executive Summary – Includes an executive summary that provides a brief overview of the proposal, not to exceed one (1) page.

Technical Proposal – Includes proposer qualifications, operations plan, and delivery strategies to meet the scope of work.

Business Proposal – Includes project timeline, proposed budget, and pricing

Attachments – Includes documentation of similar work providing fiscal management services that may or may not have been funded through WIOA.

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 email, mail or in-person no later than 4:00 p.m. on February 20, 2026. 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:

Workforce Development Board of Kanawha County

Attention: Tim Morris WDBKC Board Chair, 426 Leon Sullivan Way Charleston, WV 25301

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

5) Technical Proposal Criteria

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

Qualifications:

Bidder must be a full-service financial management and accounting firm which is incorporated or a

quasi-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. Individuals must oversee accounting services performed.

Must have at least 3 years of experience managing federal contracts.

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 West Virginia state requirements.

Preferred experience includes managing Workforce Investment Act/Workforce Innovation and Opportunity Act funds on behalf of a local workforce board.

Ability to best respond to various needs contained in this RFP.

Must not be debarred or suspended from receiving federal awards (attached certification must be completed).

The Technical Proposal shall include the following:

Proposer Qualifications

Describe the bidder's background, including: Description of business and brief history of bidder, and Examples of types of contracts the bidder has previously entered, including type of contracting entity, location of the work, and general types of services provided.

- Summarize past performance and external customer satisfaction for related services.
- Describe internal or external evaluations, including any audit findings or concerns conducted on bidder's organization and/or operations during the past two (2) years.
- 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 toward 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 devoted to the project.
- Plan for staffing redundancy to ensure uninterrupted fiscal representation.
- The bidder must provide a list of three (3) references familiar with the bidder's past work over the past 3 years.

Proposer's Fiscal Integrity

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

Summarize policies and procedures regarding internal controls, including separation of duties.

Provide information about fundamental financial practices including: 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.

Accounting system usage and review.

Cash management practices – bank statement reconciliation, cash and credit card disbursement requirement.

The processing of accounts payable include invoice review and reconciliation, financial reporting processes.

Cost allocation includes 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.

Personnel cost tracking and management, travel expense

Review and Reconciliation.

Individual Training Account (ITA) protocols, if applicable; financial oversight of subcontracted program services; AND the use of other administrative systems as prescribed under the UGG.

In addition, provide 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 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.

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, policies and generally accepted accounting principles. Describe methods and processes and provide a project plan including reference to all items noted:

- Accounting of WDB Funds (including control, disbursement and recovery)
- 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.
- Financial and Grant Reporting; including deliverables.
- Disbursement of Funds.
- Transition from fiscal year to fiscal year.

Business Proposal Criteria

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

For the purposes of this proposal, submit a budget for the rest of the 2025 fiscal year (through June 30, 2026).

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.

Delineate personnel costs, travel, supplies, equipment, or other expenses, as appropriate.

The bidders must follow the Federal allowable cost principles that apply under WIOA. The bidder(s) will be evaluated on their ability to offer high-quality services while keeping costs reasonable for the services provided.

If the bidder(s) is proposing to be reimbursed for a Federally Approved Indirect Cost Rate (ICR), the bidder 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.

The bidders must follow the guidelines established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If they do not have an approved ICR, the CLEO reserves the right to negotiate possible indirect costs with the recipient after contract award.

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 bidder 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's cost is only one of those administrative costs. The WDB may not exceed these cost limitations. The WDB reserves the right to terminate the contract if, in its opinion, the fiscal agent cost is excessive in relation 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 March 1, 2026, and ending June 30, 2027, for fiscal agent functions. The contract may be extended annually for an additional two years for satisfactory performance. If there are any re-allotments or rescissions of the federal funds, a modified budget will be approved by the WDB and the WDB Board of Directors.

Contract Renewal

The option for contract renewal will be based on performance, monitoring reviews, and availability of funds.

Proposal Deadline

The deadline for receipt of proposals is 4:00 pm, Feb 16, 2026. Proposals must be officially received by this deadline to be considered.

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 WDB reserves the right to reject any or all proposals at its sole discretion.

E. Workforce Development Board Policies

Information about the WDB policies may be obtained on the Workforce Development Board's page:

<https://www.wdbkc.org/policies>

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 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 WDB 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 WDB. The WDB is not required to contract with the entity receiving the highest ranking because of the proposal review process. Proposals that do not meet minimum standards will be considered nonresponsive.

1). Evaluation process

A Review Panel will independently evaluate each proposal. It is possible that the Review Panel or the WDB 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 WDB 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 this RFP. The table below provides the maximum points a bidder may receive for each evaluation factor.

Evaluation Factor	Maximum Points
Proper Qualifications Background, performance and organizational stability - whether bidder adequately addressed all the response items and appears to be a solid 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	20
Fiscal Integrity 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 financial audit 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.	35
Plan of Work 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,	20

performance, and integrity.	
Business Proposal Score is based on reasonableness of pricing consistent with the plan of work proposed, and the qualifications of bidder.	25
TOTAL	100

Bonus Points (Up to 7 points) Up to seven (7) additional bonus points will be awarded to the bidder(s) that demonstrates and documents leveraged resources for staff, and/or other operating costs.	
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Governing Provisions and Limitations

The WDB 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.

The WDB reserves the right to accept or reject any or all proposals received, to cancel or to re-issuing this RFP in part, or in its entirety.

The WDB reserves the right to award a contract for any items/services solicited via this RFP in any quantity the WDB determines is in its best interest.

The WDB reserves the right to correct any error(s) and/or make changes to this solicitation as is necessary.

The WDB reserves the right to negotiate the final terms of all contracts or agreements with bidders selected and any such terms negotiated because of this RFP may be renegotiated and/or amended to successfully meet the needs of the Workforce Development Area.

The WDB reserves the right to contact any individual, organization, employer or grantee 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 all bidders.

The WDB 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, Workforce WV, or other funding sources or due to legislative changes.

The contents of a successful proposal may become a contractual obligation if the bidder is selected for award of a contract and the contract is executed. 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.

A contract with the selected bidder may be withheld, at the WDB's sole discretion, if issues of contract or questions of non-compliance arise, until such issues are satisfactorily resolved. The WDB may

withdraw award of a contract if the resolution is not satisfactory to the WDB.

The WDB 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 WDB reserves the right to reopen the RFP at any time.

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

Bidders shall not be under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the WDB or WDB for the purpose of having an influencing effect on their own proposal or any other proposal submitted hereunder.

No employee, officer, or agent of 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.

Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bid to be rejected.

Bidders are prohibited from contacting or soliciting support from WDB 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.

Administrative Requirements and Procedures

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

It is the WDB's intent to award only one (1) contract under this RFP.

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 the identified records to the WDB.

The successful bidder agrees to comply with the WDB and Workforce WV policies related to information technology.

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 WDB, WDB, KCC partners, affiliates, customers, or vendors of the WDB in strict confidence and trust. Proprietary Information being 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.

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:

The bidder is authorized by its Board of Directors, Trustees, other legally qualified officers or as the owner of this agency or business to submit this proposal.

The bidder organization is not currently on any federal, Workforce WV, or local Debarment List.

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 an interview, if needed.

The bidder has, or will have, all the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.

The bidder will abide by all fiscal and program requirements as provided in the WIOA and federal regulations.

The bidder will abide by record retention requirements contained in 2 CFR Part 200 and any applicable state retention schedules.

The bidder will abide by the policy on debarment and suspension regulations as established in accordance with 2 CFR Part 200.

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.

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.

Proprietary Information. During both the Agreement timeframe and after its completion, the bidder agrees to keep and hold all Proprietary Information disclosed by the WDB, partnering entities, affiliates, customers, or vendors of the local workforce development area in strict confidence and trust.

Proprietary Information is 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.

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 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 by the WDB.

The bidder will not:

Use WIOA funds to assist, promote, or deter union organizing.

Use WIOA funds to employ or train people in sectarian activities; or

Use WIOA funds for lobbying.

The undersigned hereby assures and certifies that if selected, the bidder's organization follows all the Assurances and Certifications where applicable.

Name and Title of Authorized Representative

Signature

Date

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 2 CFR Part 180.

The prospective primary participant (i.e. Fiscal Agent) certifies to the best of knowledge and belief, that it and its principles:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 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;
- 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
- 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.

Where the prospective primary participant is unable to certify 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 Workforce Development Board of Kanawha County 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 _____