



**Central Iowa Workforce Development Area
Request for Bid (RFB)
Fiscal Agent Services**

Workforce Innovation and Opportunity Act (WIOA)

Release Date

This RFB was released on April 11, 2022

Bid Submission Due Date

April 29, 2022

Contract Period

July 1, 2022 to June 30, 2023
Possible three (3) one-year extensions

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REQUEST FOR BID TIMELINE

April 11, 2022	Solicitation for Request for Bids (RFB) Released – available at https://www.iowawdb.gov/central-iowa/home
April 11 – April 15, 2022	Question Period. Written questions regarding RFB scope of work, content, or need for clarification accepted. Email questions to heather@workforcedevelopmentboards.com
April 22, 2022	Answers to all questions received regarding the RFB will be posted on the Board website at https://www.iowawdb.gov/central-iowa/home
April 29, 2022	Bids due by 4:00 p.m. CT, incomplete or late bids will not be accepted. Opening of the sealed bids will occur after the closing date and time to evaluate all bids for compliance with all specifications outlined in the RFB.
May 5, 2022	Chief Elected Officials (CEOs) will meet to review the qualified bids during a public meeting. CEO review committee will select the organization that meets the minimum qualifications with the most cost-effective price to provide Fiscal Agent services.
May 9, 2022	Notice of Intent to Award letter emailed to all respondents and posted on the board website.
May 9 – June 30, 2022	Selected bidder will enter into a contract with Iowa Workforce Development and an agreement with the Central Iowa Workforce Development Board and CEOs.
July 1, 2022 – June 30, 2023	Period of service, with a possible extension of up to three years.

All times shown are Central Time (CT). The Central Iowa Local Workforce Development Area (CILWDA) reserves the right to adjust the schedule when it is in the best interest of the Local Area or to extend any published deadline in this RFB. The bid and all required attachments must be received by the CILWDA by the dates and times shown above. The prospective bidder is solely responsible for assuring that anything sent to the CILWDA is on time.

PURPOSE

The purpose of this Request for Bid (RFB) is to obtain the services of a responsible bidder with the most cost-effective bid to serve as the Fiscal Agent for the Central Iowa Local Workforce Development Area (CILWDA).

INTRODUCTION

The Central Iowa Workforce Development Board (CIWDB) is one of nine Workforce Development Boards in the state of Iowa designated by the Governor under the Workforce Innovation and Opportunity Act (WIOA). The CIWDB is also represented and overseen by the Chief Elected Officials (CEOs). The CEOs are comprised of one individual from each of the eight County Boards of Supervisors. The CIWDB has the responsibility for the planning and oversight of Title I programs and workforce services under WIOA in the eight (8) counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren counties in Iowa.

The intent of WIOA Title I is to provide training opportunities for individuals 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, career planning, and, as needed, training and other career preparation that will increase opportunities for employment. Employer 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 funding for the CIWDB and the services provided in its Iowa **WORKS** American Job Centers (AJC) are from the U.S. Department of Labor, Employment and Training Administration.

The CEOs of the CIWDB have the authority to select a Fiscal Agent to serve as the grant subrecipient to act on their behalf pursuant to WIOA. While WIOA permits the Chief Lead Elected Official (CLEO) to designate an entity to serve on their behalf as grant subrecipient and Fiscal Agent, the CLEO understands that this designation does not relieve the CLEO of their financial liability for any misspent funds. Under WIOA, the CLEO retains ultimate liability for the repayment of any WIOA funds which have been misused or costs which have been disallowed.

QUALIFICATIONS AND MINIMUM STANDARDS FOR BIDDERS

ELIGIBLE BIDDERS

Types of entities that may be a Fiscal Agent include:

- Community-based organization, non-profit organization, or workforce intermediary
- Private for-profit entity
- Government agency
- Another interested organization or entity capable of carrying out the duties of the Fiscal Agent services.

NOTE: The CIWDB is prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration or the U.S. Department of Labor Secretary.

MINIMUM QUALIFICATIONS

- Must be a legal entity registered to conduct business in Iowa.
- Must have been in existence for more than 5 years.
- Must have a minimum of 3 years’ experience managing federal funds and/or contracts.
- Must have had at least one audit conducted in the last 5 years.
- Must maintain an accounting system adequate to account for the requirements outlined in the scope of work.
- All employees must meet the minimum qualifications specified in their job descriptions.

BIDDER COMPETENCY - Bidders must be knowledgeable of WIOA and implementing statutes, regulations, rules, and policies for the federal funds. A copy of WIOA and proposed regulations may be found on the U.S. Department of Labor webpage at <http://www.doleta.gov/WIOA/>.

WORKFORCE POLICIES - Copies of other pertinent workforce policies and regulations may be found through the CIWDB webpage at <https://www.iowawdb.gov/central-iowa/policies> .

SUCCESSFUL BIDDER - The CIWDB will provide an orientation on any CIWDB specific documents, policies, and procedures, as necessary, to the successful bidder. Additional information about the CIWDB may be obtained at the CIWDB webpage.

AUTHORIZED SIGNATORY AUTHORITY - The bidder’s authorized signatory authority must sign all signature documents in the bid. 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 or a consortium.

SUBCONTRACTING – Subcontracting is not permitted under this contract.

ROLE OF THE FISCAL AGENT

The successful bidder to this RFB will serve as the Fiscal Agent for the CIWDB. The successful bidder will enter into a contract agreement with Iowa Workforce Development (IWD) and the CIWDB. The organization will receive and manage all formula WIOA funds for the CIWDB 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 CIWDB contractors, and technical assistance.

The Fiscal Agent shall cooperate with and assist the CIWDB and CEOs with their objectives for the CIWDA in conformity with WIOA Title I and regulations. The Fiscal Agent does not make decisions about who receives the money or who approves budgets. The Fiscal Agent manages accounts payable, receivables, reporting and performs fiscal monitoring of each CIWDB contractor and/or subrecipient. The Fiscal Agent disburses the funds at the direction of the CIWDB and executive staff, as long as those directives do not violate any provision of WIOA, OMB Circulars, 2 CFR Part 200, generally accepted accounting practices, or state law or policies. The CIWDB funds will pass through the Fiscal Agent. The Fiscal Agent requests cash (draw down process) as needed from IWD through the TM1 system. The Fiscal Agent will provide administrative functions as required under WIOA Title I, regulations, and state and local policies and as directed by the CIWDB. The Fiscal Agent will also assist the CIWDB according to local financial policy and procedures and at the request of the CIWDB and/or executive staff.

SCOPE OF WORK

The selected organization will serve as the Fiscal Agent for WIOA Title I and other workforce development funds that are allocated to the CIWDB. The Fiscal Agent shall be 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 CIWDB 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, state policies and law.

The Fiscal Agent disbursement of funds shall be performed in accordance with CIWDB policies and procedures. CIWDB executive staff will play a key role in approvals of funds disbursements and working with the Fiscal Agent regarding monitoring of WIOA funds.

GENERAL RESPONSIBILITY

- Submit monthly Financial Status Reports (FSR) to the IWD TM1 system.
- Submit an FSR within forty-five (45) workdays from the end of the agreement period, or an earlier date if the agreement is terminated, to the CIWDB/IWD. The FSR shall be submitted in a format prescribed by IWD or the CIWDB.
- Fiscal Agent will attend monthly Finance Committee meetings and other meetings requested by the CIWDA or contractors/subrecipients.
- The Fiscal Agent will also be expected to participate in statewide fiscal or administrative meetings.
- Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.

- The Fiscal Agent will manage all funds in compliance with the applicable state, federal, and CIWDB policy and any funding specific regulations including managing internal controls to maintain fiscal integrity.
- The Fiscal Agent shall disburse funds at the direction of the CIWDB and in accordance with WIOA, and the WIOA Final Regulations. The Fiscal Agent will adhere to the cost principles from Office of Management and Budget (OMB) circulars, 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Requirements for Federal Awards. The CIWDB, Finance Committee, and/or their Executive Director shall approve all fund disbursements.
- The Fiscal Agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB circulars, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR) and any other federal/state regulations.
- The Fiscal Agent shall maintain an accounting system and policies to identify all revenues, expenditures, program income and credits by funding stream. The Fiscal Agent will implement invoice systems or procedures deemed necessary by the CIWDB and/or IWD. The Fiscal Agent will establish procedures for payables with proper documentation for monitoring and audit purposes.
- The Fiscal Agent will establish procedures to ensure all receivables are collected and recorded on a timely basis. The Fiscal Agent shall maintain appropriate accounting software to record all financial transactions, allocations, and expenditures for the local area.
- The Fiscal Agent will assist in the recovery of funds that are deemed to be disallowed. The Fiscal Agent will be responsible for any theft or misappropriation of funds and is required to carry, at its own cost, liability and fidelity bonds that meet CIWDB funding levels/requirements. The Fiscal Agent shall reimburse the CIWDB and/or IWD for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- Maintain CIWDB bank account and issue payments from the CIWDB account as directed by authorized CIWDB personnel and committees. Payments shall be issued to the individual, vendor, business, or other entity approved by the authorized parties identified by the CIWDB.
- Provide for, account for, and deposit the amount of any monthly bank costs for maintaining the CIWDB fund account or proportion of such costs attributable to that portion of an account constituting CIWDB funds, and the amount of any monthly interest earned for the CIWDB fund account or proportion of such earnings attributable to that portion of an account constituting CIWDB funds into the appropriate CIWDB fund account.
- Provide a draw schedule for each program year.

RECEIVE AND EXPEND FUNDS

- The Fiscal Agent is responsible for drawing down on all grant funds awarded to the CIWDB through the IWD TM1 system.
 - Funding must be drawn down by correct funding stream and by program.
 - Expenditures for work experiences, transitional jobs, training, and incumbent worker must be categorized within the draw that are clearly identified on submitted invoices from contractors.
 - All payment requests should be included in a draw request within seven (7) business days.
 - Funds drawn down on a Friday will be deposited the following Friday. Checks should be prepared and ready for payment upon receipt of the draw.
 - Funding is only drawn as needed; no additional funds can be requested to cover future expenses.
- When drawing down funds from the TM1 system, the Fiscal Agent should ensure that carryover funding is being expended first.
 - Expenditure of federal and state funds are governed by the “first in first out” rule, meaning the oldest money is deemed to have been expended prior to any later award of funds.
 - Fiscal Agent shall ensure that WIOA funds are expended within two years and that no more than twenty percent (20%) of its WIOA program (non-administrative) allocation is carried forward from one year to the next.

ENSURE FISCAL INTEGRITY AND ACCOUNTABILITY

- Review all monitoring reports (whether conducted by local, state, or federal oversight personnel) and respond within specified time frame to any findings or recommendations identified. Develop a corrective action plan when necessary to address monitoring findings in consultation with CIWDB.
- Hire an independent firm to conduct an annual financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F– Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards must conduct an annual audit. The annual financial audit shall be provided to the CIWDB and the CEOs for acceptance at their next regularly scheduled meeting following the completion of the audit:
 - Develop and prepare monthly financial statements:
 - Develop and prepare month end information; including but not limited to accruals:
 - Prepare designated schedules for annual audit:
 - Prepare required financial reports for grant agencies.

RESPOND TO AUDIT FINDINGS

- Fiscal Agent will respond to and correct any financial audit findings within the specified timeframe and will take any recommendations of the auditors in consultation with the CIWDB's Executive Director and CLEO into consideration when developing the response.

MAINTAIN ACCOUNTING RECORDS AND DOCUMENTATION

- Fiscal Agent will maintain all accounting records and documentation necessary to produce all financial documentation listed and necessary to support audit and monitoring functions. Such records and documentation shall include, but not be limited to, the following:
 - Accounts payable invoices, and source documentation (when applicable)
 - Check disbursement copies:
 - All check registers:
 - All draw down documents:
 - Monthly general ledger reports:
 - Monthly trial balance reports:
 - Grant award contract documents:
 - Monthly bank statements and reconciliations.
- Maintain accounting records for CIWDB funds that at a minimum include the following for each payment approved by the CIWDB:
 - Name and mailing address of the payee
 - Amount of the payment
 - Check number or other unique identification of the payment
 - Date the payment was sent to the payee
 - Date of any stop payment requested by the Fiscal Agent and the reason.
- Running balances for funds which include:
 - Cumulative amount of payments authorized by the BOARD.
 - Available funds that are not obligated or otherwise allocated.
 - Cumulative amount of payments issued.

PREPARE AND PRESENT FINANCIAL REPORTS

- Fiscal Agent shall prepare accurate monthly financial statements in accordance with GAAP, which shall be provided to the CEOs and CIWDB no less often than monthly. In addition, Fiscal Agent shall prepare and submit all financial reports on WIOA and other state-funded grants or programs in a timely manner as required by the reporting agencies.

PROVIDE TECHNICAL ASSISTANCE TO CONTRACTORS

- To the extent the Fiscal Agent has expertise in the area for which assistance is requested, Fiscal Agent will provide technical assistance on any financial questions or guidance requested by CIWDB and contractors of WIOA or for other government funds.

CONDUCT FINANCIAL MONITORING OF SERVICE PROVIDERS

- Fiscal Agent will conduct comprehensive financial monitoring of CIWDB contractors no less than twice annually as directed by CIWDB.
 - Monitoring will include evaluation of expenditures in compliance with state and local policies, along with comparing and verifying backup documentation to invoices submitted by the contractors for selected line-item categories.
 - IWD and local board monitoring policies and procedures will be required to be followed by the Fiscal Agent.

ENTER INTO CONTRACTS

- The Fiscal Agent will be required to enter into contracts on behalf of the CIWDB and CEOs as designated. The Fiscal Agent will be required to sign:
 - Contracts with service providers
 - Contract modifications
 - Transfer requests
 - Subleases
 - Employer of record agreements

MONTHLY OVERVIEW

- Fiscal Agent will reimburse the contractors once a month (or another agreed upon schedule) for all WIOA related expenses after receiving a line-item invoice.
 - The verification of source documentation from the contractors may be required for certain expenditures and will be requested on a case-by-case basis and may be reviewed during monitoring.
- Fiscal Agent will reimburse the employer of record for board staff on a monthly basis after receiving itemized invoices and timesheets.
- Fiscal Agent will process board administrative and program dollars as directed by the board or Executive staff upon request. Invoices along with backup documentation will be submitted for all payment or reimbursement requests. Number of checks varies

per month but can be up to ten (10) checks.

- Monthly reports will be provided to the CIWDB that include but are not limited to:
 - One (1) page summary of all funding categories (Admin, Adult, DW, Youth, NDWG, not broken down by funding year).
 - List of all checks written for prior month.
 - Summary for each program including year-to-date expenditures, approved budgeted amounts, remaining balance and percent of balance remaining (Admin, Adult, DW, Youth and NDWG).
 - Provide MEMO identifying any issues or errors in contractors' invoices.
 - Provide updates on the status of carryover funds and expiration dates of those funds.

TRANSITION

The CIWDB currently has a contract with the Polk County Auditor, as the Fiscal Agent ending on August 31, 2022. The current Fiscal Agent will work with the winning bidder to transition the systems, processes and procedures established in the CIWDB to successfully carry out the Fiscal Agent functions under the contract.

TYPE OF CONTRACT, PAYMENT PROCESS AND TERMS

The CIWDB will use a cost-reimbursement contract. A line-item budget shall be based on all legitimate costs to be incurred by the Fiscal Agent in carrying out the services. The selected Fiscal Agent will be reimbursed for allowable actual costs on a monthly basis after submittal of invoices and approved by the Finance Committee instructed in the contract. Invoices will contain the number of hours billed to WIOA and any other breakdown of billed expenses monthly.

The cost section of the bid package shall provide a detailed budget and a budget narrative for delivery of the required scope of work. All proposed costs of the fiscal agent must be reasonable, necessary, and allocable. The line-item budget shall include the following line items: personnel services and benefits, office expenses, audit, insurance, indirect rate, and any other related Fiscal Agent expenses.

The initial contracting period for the provided Scope of Work will be July 1, 2022 – June 30, 2023. The contract may be extended an additional three (3) year period to be determined on an annual basis with a satisfactory performance evaluation to be determined by the CIWDB and the CEOs. Subsequent contract periods will run from July 1 – June 30.

Cost negotiations of the contract amount will occur with each succeeding year of the contract period. Fiscal Agents will be required to submit to the CIWDB an annual budget for each

contract year extension. The CIWDB will provide the Fiscal Agent with budget parameters (including required timelines) based on preliminary/final allocation awards on an annual basis.

The successful bidder will be required to agree to the contract and/or agreement general terms and conditions, have all controls securely in place, and agree to comply with any policies created by the CIWDB and any applicable federal or state policies, regulations, or laws. Bidders are advised that most documents in the possession of the CIWDB are considered public records and subject to disclosure under Iowa Public Records Law.

FUNDS AVAILABLE

Funding for each program year is determined by the US Department of Labor based on an established formula for WIOA State Formula Funds awarded to states by no later than June of each year. Program Year (PY) 2022 and Fiscal Year (FY) 2023 amounts are subject to change, based upon the actual amount allocated to the Local Area and available carry-over funds. It is understood that funds will fluctuate from year-to-year. The contract agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the contract period. The successful bidder will be awarded a cost-reimbursement contract. The Board may expand the scope of the contract and renegotiate the costs to include other workforce programs, funding or requirements that the Board deems necessary and appropriate. All agreements are subject to the availability of funds to the CILWDA.

There are strict limits of 10% for administrative costs under WIOA. The Fiscal Agent cost will be allocated to either program funds or administrative funds based upon the definition of WIOA services being performed. These definitions are found in the referenced WIOA legislation. Note: the costs are not limited to administrative cost as the function may also be programmatic in nature and acceptable program costs (20 CFR 683.205 & 20 CFR 683.215).

The program year runs from July 1, - June 30. In the current PY there are currently fourteen (14) different funding streams to maintain, across six (6) different programs. It is anticipated that PY22 (July 1 – June 30) and FY23 (October 1 – June 30) funding will be similar to the current PY21 and FY22 funding levels. It is also estimated that the amount of carryover funding will be significantly less moving into PY22.

	PY20 Carryover	FY21 Carryover	PY21	FY22
Admin	9,020.26	66,870.44	98,108.00	77,184.00
Youth	130,158.12	-	705,330.00	-
Adult	-	154,501.12	68,680.00	323,695.00
Dislocated Worker	-	224,380.40	108,981.00	370,970.00
National DWG	216,731.17	-	-	-
Rapid Response	36,000.00			
Total	391,909.55	445,751.96	981,099.00	771,849.00

Fiscal Agent Services
Period of July 1, 2022 – June 30, 2023

All bids will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. A cost price analysis will be conducted on the proposed costs during the bid review process. Agencies are encouraged to submit their best offer for providing the services solicited and to thoroughly describe and justify the costs. The cost and price analysis shall be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to ensure that the costs are directly associated with carrying out only the proposed services.

TERMINATION DUE TO NON-AVAILABILITY OF FUNDS

Should a contract be awarded based on this bid, the CIWDB, notwithstanding anything in the signed Agreement to the contrary, and subject to limitations, conditions, and procedures set forth below, the CIWDB, through its designated Fiscal Agent, shall have the right to terminate the Agreement without penalty by giving sixty (60) days written notice to the winning bidder/sub-recipient as a result of any of the following:

- U.S. Congress fails to appropriate funds sufficient to allow the CIWDB to operate as required and to fulfill its obligations under this Agreement
- If funds are de-appropriated or not allocated

ADDENDA TO RFB

If it becomes necessary to revise any part of this RFB, an addendum will be posted on the CIWDB website. Respondents are responsible for checking the website frequently to remain informed about the procurement process and other information that may affect this RFB, e.g. WIOA information, changes to scope of work, and revisions to the timeline.

QUESTIONS/RESTRICTIONS ON COMMUNICATION

Any questions regarding this RFB should be addressed only to the Issuing Officer. All questions must be submitted via email no later than 4:00 p.m., on April 15, 2022, to Heather Garcia at heather@workforcedevelopmentboards.com. Questions will be responded to in writing and posted on the website. This website can be accessed at: <https://www.iowawdb.gov/central-iowa/home>. Staff supporting the daily operations of the Iowa **WORKS** Centers are not able to assist or answer questions related to this RFB. Only the responses on the website are considered clarifications to the instructions contained in this RFB. In the event that responses modify any of the terms, conditions, or provisions of this RFB, documentation will be given via a

subsequent amendment to the RFB.

It is the policy of the CIWDB to prohibit ex-parte communication with any CIWDB member, CIWDB staff, CEOs, consultants, or other persons during the procurement process. Respondents that directly contact identified individuals risk elimination of their bids from further consideration. Any communication by telephone, email, letter, face-to-face conversation, or other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the Chair of the CIWDB and Chief Lead Elected Official (CLEO) for review and appropriate action. Bidders who improperly influence the bid review and evaluation process in any way will be subject to disqualification.

RIGHT TO CANCEL

The CIWDB reserves the right to delay, amend, reissue, or cancel all or any part of this RFB at any time without prior notice. The CIWDB also reserves the right to modify the RFB process and timeline as deemed necessary.

This RFB does not commit the CIWDB to accept any bid, nor is the CIWDB responsible for any costs incurred by the respondent in the preparation for this RFB. The CIWDB reserves the right to reject any or all bids.

INCORPORATION OF RFB INTO CONTRACT

All conditions contained in this RFB and completed forms and any statements contained in the RFB will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection. The Fiscal Agent shall assume responsibility for all services offered in their bid whether or not they were produced. The Fiscal Agent will be responsible for all material errors and omissions in the performance of the contract.

RECORDS AND ACCESS

The selected bidder shall cooperate fully with any reviews or audits of the activities under any agreement resulting from this RFB by authorized representatives of the CIWDB or federal or state agencies and the selected bidder agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of any agreement resulting from this RFB.

The selected bidder must retain, secure, and ensure the accuracy of all files and records, in compliance with WIOA requirements, related federal and state regulations, and the CIWDB's record retention requirements. Bidder(s) will assure that all records pertaining to this

agreement, including financial, statistical, property, and supporting documentation, shall be retained for a period of three (3) years from the date of: 1) final payment under this agreement, and 2) when all audits and litigation are complete and resolved. The selected bidder must allow the CIWDB, its designated Fiscal Agent, and representatives of other regulatory authorities' access to all WIOA records.

The selected bidder is responsible for maintaining and securing privacy and protection of all personal information collected from participants per applicable laws, regulations, and state policies. Confidentiality of participant information must be maintained and properly stored in a secured space with limited staff access. Each staff member who has access to participant information must receive training on confidentiality requirements. The selected bidder acknowledges that the use or disclosure of participant information for purposes other than the effective delivery of the services described in this RFB is strictly prohibited. Staff of the selected bidder may have access to this information only on a "need to know" basis. The selected bidder must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

AUDIT

All organizations funded whether public or private, commercial, or not-for-profit, receiving at least \$750,000.00 annually through federal grants regardless of the funding source will be required to conduct and submit an annual audit.

CONTRACT, OVERSIGHT AND EVALUATION

The CIWDB is responsible for all levels of program monitoring, compliance, and evaluation for WIOA activities. The selected bidder will be required to keep good records and collect data that will help the CIWDB comply with such requirements and sustain highly effective workforce development programming.

CIWDB responsibilities: monitor, evaluate and provide guidance and direction to the selected bidder in the conduct of services performed under any agreement resulting from this RFB. CIWDB has the responsibility to determine whether the selected bidder expends funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the selected bidder to ensure such requirements are met. CIWDB may require the selected bidder to take corrective action if deficiencies are found.

INSURANCE

Each awarded entity must obtain and submit, prior to final execution of any contract, proof of insurance coverage, including general liability, property loss, and worker's compensation. The U.S. Department of Labor, Iowa Workforce Development, and the CIWDB assume no liability with respect to bodily injury, illness, or any other damages or losses, or with respect to any claims arising out of any activities undertaken as a result of the awarded contract. The awarded bidder shall ensure or otherwise protect itself concerning activities under the contract. Proof of the insurance and worker's compensation must be provided annually prior to any extensions, should the CIWDB exercise renewal option(s).

Insurance Limits

- Commercial General Liability - Combined Single Limit not less than \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000
- Worker's Compensation - Employers' Liability, \$1,000,000

COMPLIANCE

The bidder(s) will fully comply with the applicable requirements of the Acts under which funds are received. The bidder also assures compliance with directives issued by IWD and federal statutes applicable to this agreement.

CONFLICT OF INTEREST

All bidders must disclose the name of any officer, director or employee who is a member of the CIWDB or CEOs. All bidders must disclose the name of any CIWDB employee who owns, directly or indirectly, any interest in the bidder's business or any of its branches.

ADDITIONAL TERMS AND CONDITIONS

Implementation of these services may not occur prior to the start date of the contract period.

In the event of a conflict or ambiguity between the rules, terms, and conditions set forth in the RFB and the statutes, laws, Iowa Workforce Development (IWD) policies and regulations, the statutes, laws, IWD policies and regulations shall prevail. The CIWDB shall be responsible for making all determinations in this regard.

SELECTION PROCESS

The deadline for receipt of bids is April 29, 2022 at 4:00 p.m. Central Time. Bids must be

officially received by this deadline to be reviewed and considered. Bids may be mailed via regular U.S. Mail, express delivery.

MAILING ADDRESS: Polk County Board of Supervisors
Attn: Kelsie Vanderflute, Executive Assistant
111 Court Avenue, Room 300
Des Moines, IA 50309

Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Central Iowa Workforce Area Fiscal Agent RFB April 2022.

Submissions by facsimile or e-mail are NOT acceptable and will NOT be considered. Appropriate consideration of this timeframe should be considered with U.S. Mail delivery as all mailed bids must still meet the required receipt deadline.

BID PACKAGE INSTRUCTIONS AND REQUIREMENTS

The following outlines the format, required attachments and instructions for submitting a bid package in response to this RFB.

- **FORMAT** - Bids must be typed and must be submitted on 8 ½ by 11-inch plain white paper. Font size no smaller than 12 point, approximately 1 inch side margins. Each page of the bid should be numbered as “page of”, with the name of the bidder on each page. There is a submission order in the instructions below.
- **PAGE LIMIT** - Only requested information should be submitted with the bid package in the order specified below.
- **NUMBER OF COPIES** - One complete original, marked “original”, with original signatures of the authorized signatory, plus eight (8) copies. The Bidder must also include one (1) portable USB Flash Storage Device copied with their bid package which includes an electronic copy of the bid package on the device. Any bid package lacking paper or electronic copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder.
- **BID COVER PAGE** - Bidders are required to provide contact information for the individual who can respond to questions regarding the bid on the bid cover page in Attachment A. The contact person should be the individual who is knowledgeable of the bid and who is authorized to provide information on behalf of the bidder. If necessary, this contact may be asked to clarify points in the bid.
- **BUDGET AND BUDGET NARRATIVE** - Provide a budget including all service -related costs, using the required budget template provided in Attachment D of this RFB. All costs must be allowable according to applicable federal, state, and local regulations,

including but not limited to the Uniform Guidance and regulations of the funding source, and allocable to the proposed program. Effective budgets will enable the proposed program to meet the intent and requirements of the contract, while being realistic, reasonable, and prudent, avoiding unnecessary or unusual expenditures. Provide a narrative to accompany the budget that describes the purpose of each cost, explains how all costs were estimated and justifies the need for all costs in meeting contract requirements. In your narrative, be sure to clearly communicate the calculation for all expenses.

- **COMPLETE ATTACHMENTS** – All attachments must be completed to ensure bidders meet the minimum qualifications and show that they are a “responsible” bidder including: Completed Qualifications and Capabilities Assessment (Attachment B), Assurances and Certifications (Attachment C), Conflict of Interest Form (Attachment E), and References (Attachment F)
- **STAFFING** - Job descriptions and resumes of key personnel who will be responsible for the oversight and implementation of the Fiscal Agent services should be included in the bid package.
- **AUDIT** - The bidder is required to submit a copy of the most recent audit report with their bid.

REQUIRED ATTACHMENTS AND ORDER OF SUBMISSION OF BID PACKAGE

1. Bidder’s Cover Page (Attachment A)
2. Completed Qualifications and Capabilities Assessment (Attachment B)
3. Signed Assurances and Certifications (Attachment C)
4. Budget and Budget Narrative (Attachment D)
5. Signed Conflict of Interest Form (Attachment E)
6. References (Attachment F)
7. Job descriptions and resumes of key personnel
8. Copy of most recent audit

RESPONSIVENESS

Bidders that fail to follow the requirements set forth in this document regarding completion of all attachments, number of copies and submission deadlines may be considered non-responsive. The CIWDB reserves the right to reject any or all bids at their sole discretion.

Central Iowa Workforce Development Board

Request for Bid Fiscal Agent Services

Workforce Innovation and Opportunity Act

Contract Period: 7/1/2022 – 6/30/2023

Name of Organization			
Legal Type of Organization		EIN	
Address	City	State	Zip
Contact Person Name and Title			
Contact Person Phone Number		Contact Person Email Address	
Bid Amount:			

Bidding Organization Information

I certify that the above-named organization is legally authorized to submit this Bid, that the contents of the Bid and accompanying attachments are truthful and accurate, and that the above-named organization agrees to comply with all requirements of the Request for Bid. Our organization understands these services operate on a reimbursement model.

Printed Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative	Date

Attachment B - Fiscal Agent Qualifications and Capabilities Assessment

Please respond to each statement or question with a "yes" or "no" answer. The purpose of this document is to ensure that all bidders meet the minimum qualifications to serve as the Fiscal Agent and is a "responsive" bidder. Prior to award of any contract the CIWDB under WIOA is required to perform a pre-award risk assessment. This document will serve as the initial step in this process and the selected bidder will be required to verify a random set of answers with appropriate documentation prior to contract execution. During the review of requested documentation, if it is deemed that the bidder provided incorrect information in this questionnaire, the CILWDA reserves the right to withdraw any offer or agreement prior to execution.

QUALIFICATIONS AND CAPABILITIES ASSESSMENT		YES	NO
1.	The entity is a legal business and is registered to conduct business in Iowa.		
2.	The entity has been in existence for more than 5 years.		
3.	The entity has a minimum of 3 years' experience managing federal funds and/or contracts.		
4.	Less than 50% of the entity's overall funding will be represented through this contract.		
5.	The agency has had at least one audit conducted in the last 5 years.		
6.	The agency has an adequate number of staff to ensure separation of duties.		
7.	All positions with the proposing agency have up-to-date job descriptions.		
8.	All employees meet the minimum qualifications specified in their job descriptions.		
9.	All W-2s and I-9s with appropriate documentation are on file.		
10.	Withholding and FICA deposits have been made in full and on a timely basis.		
11.	Insurance and bonding policies are current, and all appropriate staff are covered.		
12.	The facilities of this agency and any training location are accessible to individuals with disabilities.		
13.	The books of account are auditable.		
14.	Administrative and internal accounting controls are adequate to safeguard program assets.		
15.	The accounting system adequately accounts for program funds.		
16.	Financial reports fairly present accrued program expenditures by established cost categories.		
17.	Budgetary procedures are adequate to control expenditures.		
18.	The agency has a written accounting procedures manual that includes procedures for: coding of expenditures by contract year or program year, funding sources, and cost category, and bank reconciliation, posting to books, monthly close-out, balance sheet reconciliations, development of accruals, segregation of duties, cost allocation, budgetary controls, cash management, cash receipts, and payrolls.		
19.	The procedures in the accounting manual are being followed.		
20.	Cash is properly controlled and promptly deposited when received		
21.	Funds are deposited in a bank in interest bearing checking accounts and secured by FDIC or other security		
22.	Checks are prenumbered, adequately safeguarded, properly mutilated when voided, and not allowed to be written for cash.		

23.	For cash disbursements invoices are approved prior to payment, documentation accompanies checks to be signed, documentation is stamped to prevent reuse, control over signatures is adequate, disbursements are made only by check, and checks are not returned to preparer after signing		
24.	For bank reconciliations they are performed on time, they are performed by someone who does not perform cash functions, and unusual items are investigated promptly.		
25.	For payroll time sheets are used and signed by both the employee and supervisor, payrolls are approved by management for accuracy and existence of bona fide employees, preparation and check distribution functions are segregated, and leave time is properly controlled.		
26.	For purchases: purchase orders are pre-numbered and controlled, receiving reports are prepared and compared to P.O. and invoice, returned purchases are controlled, and payments are made within discount periods.		
27.	Is the agency trying to make up for a shortfall in another program by using the funds from this program.		
28.	Has any staff member been charged or convicted of any wrongdoing regarding use of funds or conflict of interest in the last 5 years.		
29.	Has any legal action been taken against your organization, or any organization for which you provide fiscal agent services, including but not limited to any claims, disputes, demands, damages, lawsuits, judgements, injunctions, or court orders in the last five (5) years.		
	If YES, then please identify each and provide a detailed explanation:		

Please provide any comments or clarifications to your answers above:

I hereby certify that I have completed this Qualifications and Capabilities Assessment accurately and to the best of my knowledge. I, the financial officer or CEO of the bidder's agency, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

Signature	Date
Typed Name	

Attachment C - Assurances and Certifications

The Central Iowa Workforce Development Board (CIWDB) will not award a contract where the bidder has failed to accept the Assurances and Certifications contained in this section. The signing of this assurances and certifications document does not commit the CIWDB to signing a contract with the bidding organization for Fiscal Agent services. In performing its responsibilities under this agreement, the bidder hereby certifies and assures that it will fully comply with the following:

I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

- The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid package.
- The attached bid is a firm offer for a period of 120 days following receipt.
- I/we understand that the CIWDB will not reimburse our organization for any costs incurred in the preparation of this bid package. All bids become the property of the CIWDB, and our organization claim no proprietary right to the ideas, writing, items, or samples, unless so stated in this bid.
- Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by his/her prior to opening, directly, or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person confirm to submit or not to submit a bid for the purpose of restricting competition.
- Use of funds provided through this grant will be in accordance with WIOA, applicable regulations, and any amendments thereto, and other federal or state authority.
- Agree that the CIWDB, Department of Labor, Iowa Workforce Development and/or any of their duly authorized representatives or agents including independent auditors, shall have immediate access to any and all books, documents, papers, photographs, cards, tapes, disks, diskettes, recordings, records, and other documentary materials,

regardless of physical form (hereinafter “records”) of the stated parties which are directly pertinent to this Contract or activities thereby for the purpose of making audit, examination, investigations, excerpts, and transcriptions and for monitoring and evaluation purposes.

- Agree to assure the confidentiality of all information pursuant to law, whether written or verbal, provided by or about any client seeking or receiving services under this agreement except as approved and authorized in writing by the client, or as otherwise authorized by law including the provisions of WIOA, Privacy Act of 1974 or regulations implementing that section, P.L. 93-579, (5 USC 552a). The stated parties must recognize and safeguard Personal Identifiable Information (PII) except where disclosure is allowed by prior written approval or by court order.

- Retention requirement for records: Pursuant to 2 CFR 200.333, Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities with the following exception:
 - o If any litigation, claim, or audit is started before the expiration of the 3- year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Additional exceptions to the three-year requirement are noted in the above- cited CFR.

- Agree to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel including those whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and shall be kept in accordance with retention schedule requirements for records.

- Agree that the stated parties shall use a financial system to report financial data related to any WIOA Formula grants, Incentive grants, National Dislocated Worker grants, and any other WIOA discretionary resources that flow through the CIWDB designed to facilitate the uniform-compilation and reporting, monitoring, and evaluating purposes. It shall report program outlays (expenditures) on an accrual basis in accordance with the Uniform Guidance and 2 CFR §200.34(c).

- Buy American Notice Requirement: None of the funds made available under Titles I or II of WIOA (Public Law 113-128) or under the Wagner- Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it

will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502-Buy American Requirements.

- Executive Order 13333: This agreement may be terminated without penalty, if the stated parties or any subgrantee, or the contractor or any subcontractor engages in "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g)).
- Agree to uphold the Americans with Disabilities Act (ADA) (29 CFR Part 32).

Certification Regarding Debarment and Suspension

The prospective bidder certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
- Have not within a three-year period preceding this bid 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;
- 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 this certification; and,
- Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause of default.
- Where the prospective Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this bid.

CERTIFICATION REGARDING LOBBYING

The undersigned (i.e., Bidder) certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Nondiscrimination & Equal Opportunity Assurance

As a condition to the Bidder, the Bidder assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (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, 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 participate in any WIOA Title 1B-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance:
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities by organizations that receive financial assistance from any federal department or agency:

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational program or activity receiving federal financial assistance.
- Section 504 of the Rehabilitation Act and the implementing regulations at 29 CFR Part 32 and the American with Disabilities Act (ADA), facilities and programs are accessible and usable by individuals with disabilities. Recipients must meet applicable accessibility obligations.

The Bidder 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 Fiscal Agent operation of the WIOA activity, and to all agreements the Bidder makes to carry out the WIOA activity.

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.

Name and Title of Authorized Representative:	
Bidding Organization:	
Date:	

Attachment D - Budget and Budget Narrative

The budget and budget narrative should be based on the time period of July 1, 2022 – June 30, 2023 (a 12-month period). All bidding organizations should submit their best price for serving as the Fiscal Agent as cost will be the final determining factor for contract award. Complete the Budget outlined below. Please note that the line items listed below reflect the types of costs that have historically been proposed. You are not limited to these, nor are you required to propose a cost for each one.

Budget and budget narrative should not exceed two pages.

Cost Category	Amount
Staff Salary	
Staff Benefits	
Office Supplies	
Audit	
Insurance	
Travel	
Indirect	
Other	
Other	
Total	

Budget Narrative:

Please clarify and explain all expenses identified and any calculations proposed in this bid.

Attachment E - Conflict of Interest Form

Conflict of Interest Certification

1. Bidder certifies that:
 - a. They have not offered or cause to have offered or provided any gratuities, favors, or anything of monetary value to any member or individual employed by the Central Iowa Workforce Development Board (CIWDB) or Chief Elected Officials (CEOs) for the purpose of influencing the selection of their Bid or any other Bid submitted hereunder.
 - b. They have not engaged in any activity to restrict or eliminate competition.
 - c. No manager, employee or paid consultant of bidder's company or spouse or child of any manager, employee of paid consultant is a member of the CIWDB or CEOs.
 - d. They have disclosed any interest, fact or circumstance which does or may present a potential conflict of interest below:

- e. If the answer to any of the above certifications is yes, bidder has disclosed the relationship or action below:

2. Violation of this provision may cause an organization's Bid to be rejected. This does not preclude partnerships, consortiums, or subcontracts.

I _____, _____
(Name) (Title)

of _____
(Name of Bidder's Entity)

am authorized to make the above Certifications and to submit this Bid on behalf of

(Name of Bidder's Entity)

Signature

Date

Attachment F - Reference Form

To better assist us in evaluating your organization, please provide us with contact information for at least three (3) previous or current entities to which services have been rendered. The references provided should be able to speak to your experience as it relates to federal contracts and/or programs or management of federal funds. This is required and will allow the evaluators to fully understand your capabilities to meet the fiscal needs of our local area.

Organization Name: _____

Reference 1

Organization Name:	
Contact Name:	
Address:	
City, State, Zip:	
Email Address:	
Phone:	
Description of Project or Contract:	

Reference 2

Organization Name:	
Contact Name:	
Address:	
City, State, Zip:	
Email Address:	
Phone:	
Description of Project or Contract:	

Reference 3

Organization Name:	
Contact Name:	
Address:	
City, State, Zip:	
Email Address:	
Phone:	
Description of Project or Contract:	

CIWDB reserves the right to contact one or all of the references listed above.