

**REQUEST FOR PROPOSAL
FOR
FISCAL AGENT SERVICES**

**PROGRAM YEARS 2013, 2014
July 1, 2013 – June 30, 2015**

Released by:

The South Central Region 8 Workforce Board, Inc.

September 7, 2012

Submit Proposals to:

South Central Region 8 Workforce Board, Inc.
Attn: Fiscal Agent Services RFP
2597 West Vernal Pike
Bloomington, IN 47404
Phone 812-332-4496

BID AND CONTRACT TIMELINE

Request for Proposal Issued September 7, 2012

Bidders' Conference: September 20, 10:00 a.m.

WorkOne Bloomington
450 South Landmark Avenue
Bloomington, IN 47403
812-332-4496

Contact John Corcoran, corcoranjfc@msn.com to confirm your attendance.
Attendance at the Bidders' Conference **is mandatory**

Deadline for submission of written questions, 12:00 Noon, September 19, 2012

Proposals due no later than 12:00 Noon on October 12, 2012

Successful bidder notified October 26, 2012

Contract to start July 1, 2013
All times are local Bloomington time

**REQUEST FOR PROPOSAL
FOR
FISCAL AGENT SERVICES**

Date Issued	September 7, 2012
Bidders Conference	September 20, 2012 WorkOne Bloomington. Contact John Corcoran to confirm attendance. Attendance at the Bidders' Conference <u>is mandatory</u> .
Due Date	<u>Proposals must be RECEIVED</u> no later than 12:00 Noon on October 12, 2012. Deliver proposals to John F. Corcoran, CLJ Associates, LLC 2597 W. Vernal Pike, Bloomington, IN 47404. Phone: 812-332-4496.
Scope of Services	The successful bidder will receive, control and disburse all funding for the South Central Region 8 Workforce Board, Inc.
Period	July 1, 2013 – June 30, 2015 (with one year renewal option at Board and regional chief elected official's discretion)
Funds Available	PY'13 Allocations are not known at this time. PY'12 Region 8 Adult, Youth and Dislocated Worker formula allocation was \$2,047,775.
Eligible Bidders	Any public or private for-profit or non-profit entity that does not provide direct delivery of services or training to customers in Region 8 area is eligible.
Limitations	This RFP does not commit the South Central Region 8 Workforce Board, Inc. 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 or supplies.
Questions	Deadline for submission of written questions is 12:00 Noon, September 19, 2012.

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Section I – Introduction

This is a Request for Proposal (RFP) for an organization to serve as the fiscal agent for the management and disbursement of Workforce Investment Act Title I funding – funds to provide services to adults, dislocated workers, and youth; and other state and federal funds awarded to the South Central Region 8 Board, Inc. (hereinafter, the “Board”). The successful bidder will receive, disburse, and account for said funding. The successful bidder will prepare and submit all reports required by the State of Indiana and the Board.

For the current Program Year 2012, the Region 8 budget is approximately \$2.8 million. The PY’ 12 formula allocation is \$2,047,775. Allocations and carry-in funds from the prior year have varied each year. The Board contracts with Vincennes University as the single Adult, Youth and Dislocated Worker program Service Provider. The Board also has two vendor contracts with the Regional Operator and the Business Consultant.

The Board with the Regional Chief Elected Official has responsibility for the planning and oversight of workforce development services under the Workforce Investment Act (WIA) in the eight county South Central Economic Growth Region 8. The Region is comprised of Owen, Monroe, Brown, Greene, Daviess, Martin, Lawrence and Orange counties.

The intent of WIA 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. 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 Board 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 Board, with the agreement of the CEO, reserves the right to reopen the RFP at any time.

Section II – Roles in Region 8

A. Role of the South Central Region 8 Workforce Board, Inc.

The South Central Region 8 Workforce Board, Inc. is a governing board, which oversees the implementation of the WorkOne system and workforce development programs. The Board contracts with a firm that serves as Regional Operator. The Regional Operator provides staff support to the Board. The primary responsibilities of the Board are oversight, and planning for the Region 8 workforce system. The Regional Operator administers Board contracts with entities that provide direct customer services (Vincennes University) and other services. The Regional Operator reviews invoices of the contractors for disbursement by the Fiscal Agent, supervises the integrated regional WorkOne system and conducts contractor programmatic oversight.

The South Central Region 8 Board is incorporated in the State of Indiana and designated as a 501(c) (3) non profit by the Internal Revenue Service. The Board is the grant recipient of WIA formula funds and other workforce funds granted by the State of Indiana, Department of Workforce Development.

B. Role of the Regional Chief Elected Official (CEO)

The CEO in Indiana Economic Growth Region 8 is responsible for approval of the Regional Workforce Plan and appointment of the Fiscal Agent in conjunction with the Board.

C. Role of the Fiscal Agent

The selected organization will serve as the fiscal agent or Controller for WIA and other funds that are allocated to the Region. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting and reporting of WIA and other funding during the period of the contract. The fiscal agent duties and responsibilities shall be performed for the direct benefit of the Board and performed in accordance with, and governed by, applicable WIA regulations and State policy. The fiscal agent work shall be performed in accordance with Board policies and procedures.

The fiscal agent shall cooperate with and assist the Board and CEO with their objectives for Region 8 in conformity with WIA regulations. The fiscal agent has no duties or responsibilities for the management or results of any program for which funds are disbursed. The fiscal agent does not make decisions about who receives the money or approve budgets. The fiscal agent will serve as the Controller for the Region. The Fiscal Agent manages accounts payable, receivables, reporting and performs fiscal monitoring annually of each Board contractor. The fiscal agent disburses the funds at the direction of the Board, as long as those directives do not violate any provision of WIA or OMB Circulars. The Board funds will pass through the Fiscal Agent. The fiscal agent requests cash as needed from the Department of Workforce Development.

The fiscal agent, its employees, or its subcontractors may not provide WIA Title I core, intensive or training services or other direct job seeker workforce services in Region 8 if the entity is the selected Fiscal agent.

D. Role of the Regional Operator

The Regional Operator is responsible for the staffing of the South Central Region 8 Workforce Board, Inc. The RO is an independent contractor of the Board. The RO is responsible for implementing decisions of the Board and advising the Board. The RO conducts procurements, prepares contracts, oversees program activities, conducts monitoring, provides management guidance for the workforce system in the Region, monitors compliance, prepares plans and conducts data validation reviews.

Section III – Scope of Work

The successful bidder will serve as the fiscal agent for the South Central Region 8 Workforce Board, Inc. The successful bidder will enter into a contract agreement with the Board. The organization will receive and manage all formula WIA funds for the Region 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 Board contractors, staff support and technical assistance. The Fiscal Agent will work closely with the Regional Operator throughout the period of the contract.

A. Detailed Scope of Work

1) Control of Board Funds

- a. The fiscal agent shall project cash needs and request cash to coincide with timely payment to Board contractors.
- b. The fiscal agent will receive and manage all funds in compliance with applicable state, federal, Board policy and fund specific regulations; and ensure internal controls to maintain fiscal integrity.
- c. Conduct annual fiscal monitoring of Vincennes University and the Regional Operator as well as other contractors designated by the Board.

2) Disbursement of Funds

- a. The fiscal agent shall disburse Board funds in accordance with the Workforce Investment Act of 1998, the WIA Final Regulations, and published 8/11/2000 and grant specific requirements.
- b. Disbursements shall be made by the fiscal agent from available funds at the direction of the Board within a reasonable time following receipt of complete and accurate requests for reimbursement.
- c. The fiscal agent will adhere to the applicable cost principles found in OMB Circular A-21, Cost Principles for Educational Institutions; A-87, Cost Principles for State, Local and Indian Tribal Governments; and A-122, and Cost Principles for Non-Profit Organizations. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 29 CFR 95.27 and 29 CFR 97.22
- d. The fiscal agent shall disburse funds based upon invoices reviewed first by the Regional Operator.

3) Accounting of Funds

- a. The fiscal agent will maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with all funds by funding stream, for the duration of the term of its services.
- b. The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.
- c. The fiscal agent will limit the risk of questioned or disallowed costs.
- d. The fiscal agent will implement any invoicing system, or procedures deemed necessary by the Board and the fiscal agent in order to comply with its' duties and responsibilities.
- e. The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.
- f. The Board has purchased a server and a license for Fundware for remote access to the accounting system software. The server is located at the Regional Operator office. The fiscal agent will establish as necessary and maintain appropriate ledgers to manage obligations and expenditures of funds using Fundware.
- g. The fiscal agent will establish procedures and processes to ensure that all amounts payable to contractors, and/or vendors, are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
- h. The fiscal agent will establish procedures and processes to ensure that all amounts receivable or due to the local workforce area are collected and recorded on a timely basis.
- i. The fiscal agent will maintain a record of all financial transactions for WIA and other funds allocated and expended in the local workforce area.
- j. The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from contractors to the Board.
- k. The fiscal agent will prepare the cost allocation plan for the Board.
- l. The fiscal agent will establish a procedure to record and report all stand-in costs and matching funds (cash and in-kind).

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

4) Financial & Grant Reporting

- a. To support the oversight role of the Board, the fiscal agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the entities to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and contractors.
- b. The fiscal agent will work with the Board and develop standard financial reports as needed by the Board or Regional Operator.
- c. The fiscal agent will report on an accrual basis in accordance with the Department of Workforce Development requirements and systems.
- d. The fiscal agent will report total obligations by funding stream as required by DWD.
- e. On a monthly basis, the fiscal agent will provide the Board financial reports to the Regional Operator. Detailed reports as required by the Regional Operator will be provided as requested.
- f. The fiscal agent will prepare required federal and state financial reports associated with management of grant funds.
- g. The fiscal agent will provide reports and other assistance to the Board to monitor fiscal performance of all contractors and budgets.
- h. The fiscal agent will be required to prepare financial reports and grant closeouts annually.
- i. The fiscal agent will assist the Regional Operator with the preparation of grant and contract budgets.
- j. The fiscal agent will provide regional allocation, expenditure and budget spreadsheets for RWB and RO review on a monthly/YTD basis.

5) Recovery/Reimbursement

- a. The fiscal agent shall assist the Board and/or Grantor with the recovery of funds paid to sub-recipients subsequently disallowed.
- b. The fiscal agent shall reimburse the Board and/or Grantor for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- c. The fiscal agent will not be responsible for funds disallowed at the contractor level.
- d. The fiscal agent will be responsible for any theft or misappropriation of Board funds and is required to carry at its own cost, E&O insurance, commercial liability and a fidelity bond that meets Board requirements.

6) Deliverables

- a. Timely processing of invoices;
- b. Accounting of grant funds by funding stream;
- c. Cash management and cash requests to DWD as necessary;
- d. Monthly financial reports;
- e. Cooperation with the Board, Regional Operator and CEO toward goals and objectives of Region 8.
- f. The selected bidder must participate in Regional Operator meetings; attendance at Board meetings and other meetings called by the Board and the Department of Workforce Development. The selected organization will be expected to participate in Statewide Fiscal Officers meetings.

7) Scope of Work Transition

Crowe Horwath, LLP currently has a contract with the Board to carry-out the fiscal agent functions in Region 8. In the event that Crowe Horwath does not bid and/or does not win the bid:

- a. Crowe Horwath will work with the winning bidder for no less than 60 days from July 1, 2013 to transition the systems, processes and procedures established in Region 8 to successfully carry out the fiscal agent functions.
- b. The fiscal agent will budget and establish a plan with reasonable staff time to successfully transition the functions from the incumbent fiscal agent.
- c. The selected bidder will be required to participate in transition training for a new fiscal agent if the contract is ended by either the Board or the fiscal agent.

Section IV. Available Funds

There are strict limits of 10% for administrative costs under the federal Workforce Investment Act. The fiscal agent cost is only one of those administrative costs. The Board will not put itself in the position of exceeding administrative cost limits on any grant.

The chart below represents the Program Year 2012 WIA formula funds allocated to Region 8. PY'13 funding is not known at this time but is expected to be similar to PY'12.

**Allocations for Program Year '12 and Administration Funds
(July 1, 2012 through June 30, 2013)**

Workforce Investment Act	Region 8 Allocation
Adult	598,641
Dislocated Worker	829,151
Youth	619,983
Administration	10%
TOTAL	\$2,047,775

V. PROPOSAL CONTENT

A. Bidder's Background, Performance, and Organizational Stability

Describe the bidder's background including:

1. Description of business.
2. Legal Status
3. Must be registered to conduct business in the state of Indiana.
4. Website address or statement that the organization has no website.
5. Number of years in business and brief history of the bidder.
6. Examples of types of contracts the bidder has previously entered into, including type of contracting entity, location of the work, and general types of services provided.
7. Provide evidence of past performance and external customer satisfaction for related services.
8. Describe internal or external evaluations conducted on your organization and/or operations during the past two (2) years. Who conducted the evaluations? What were the results? What was the purpose of the evaluations?
9. Provide a list of any legal action taken against your organization, including lawsuits, injunctions or court orders.
10. If the entity has a board, identification of board members (this may be expressed as a link to a website that identifies board members).
11. Provide one copy of the most recent audit report and/or financial statements for the organization.
12. Estimate what percentage of the overall organization's work would be represented by this contract.
13. If the entity has previously acted as fiscal agent for WIA funds, provide a copy of the two most recent fiscal monitoring reports for your organization.
14. Review and complete all forms including: Proposal Cover Sheet; Administrative and Financial Management Survey and Certification; Assurances and Certifications, Debarment Certification; and Non-Collusion Affidavit. An individual authorized to sign on behalf of the bidder must sign and date all forms.

B. Bidder's Qualifications and Staffing

Identify the staff that will be assigned to this contract.

1. Provide an organizational chart that shows how each fits into the overall organization. If a current position(s) is vacant, describe the qualifications that will be sought to fill the position and timetable for hiring. Note: The lead position for the fiscal agent may not be shown as vacant since these positions are too important to the selection of the contractor.
2. Indicate what the roles/titles will be of the staff assigned to this contract.
3. Provide bios or resumes of the assigned staff. Bios or resumes should include the following as appropriate to each person's planned duties under this contract.
 - a. accounting or finance degrees and accounting certifications
 - b. experience with automated reporting systems
 - c. experience in budgeting, accounting and fiscal oversight
 - d. experience in working with fund accounting
 - e. identify specific accounting and reporting experience with WIA in Indiana/or other state/federal agencies and/or private sector entities
 - f. experience with fund accounting software or Fundware
 - g. experience in grant management
 - h. experience in providing financial services for federal and state workforce programs
4. Identify functions that may or will be subcontracted and if the subcontractor has been identified provide the background, qualifications and staffing information for the subcontractor. If a subcontractor is not identified yet, describe the qualifications that will be sought to fill the function.

We discourage subcontracting key positions but will consider such plans. Bidders are cautioned that subcontracting may reduce the chances of a successful bid.

5. The bidder will be responsible for staffing redundancy to insure uninterrupted fiscal representation.

C. Plan of Work

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

- 1) Control of Board Funds
- 2) Disbursement of Funds
- 3) Accounting of Funds
- 4) Financial & Grant Reporting
- 5) Recovery/Reimbursement
- 6) Deliverables
- 7) Transition

D. References

Provide 3 references. Include: Name of organization, name of contact person, address, phone number, email address, how this contact is familiar with the bidder's organization, and the nature of the work performed.

E. Pricing

While PY2013 funding is not known, we have provided PY'12 funding levels. This funding can vary significantly based on federal allotments to the states and state allocations to the regions. In addition, other grants and awards to the regions from DWD, the U.S. Department of Labor, and other public and private entities can further change the amount of funding that falls under the responsibility of the fiscal agent. Price will be evaluated on a cost basis and a figure of \$4 Million will be used for standard comparison purposes under this evaluation. The actual amount of funding could be more or less than the \$4 Million.

The cost proposed will serve both as the basis for assigning price points for the proposal evaluation and as a basis for billing the board for services. The exact breakpoints on pricing will be negotiated during the contract phase. That negotiation will be within the parameters of the pricing worksheet.

The bid price should be calculated as a fixed cost for the first \$1.5M in accrued expenses.

Administrative Cost Limitations:

There are strict limits for administrative costs under the federal Workforce Investment Act. The fiscal agent cost is only one of those administrative costs. The Board will not exceed these cost limitations. The Board will first score all proposals on a Pass/Fail basis regarding said cost. The Board also reserves the right to withdraw this RFP if, in its opinion, the fiscal agent cost is excessive in relationship to the allowable administrative costs.

Price Comparison:

Each respondent will include in their proposal a worksheet showing their proposed price. The worksheet will allow each respondent to give pricings at different price breaks up to a total of \$4M. ***Please Note: Actual distribution amounts may or may not reach the \$4M amount.*** The total price based upon the \$4M will be used by the Board for the 30 points allotted for price within the RFP structure. The Board will however use the prices quoted at each breakpoint as the beginning figure when negotiations begin with the recommended vendor. The table below has shown three breakpoints, fill in each percentage and cost for each breakpoint. Any price quoted above \$4M will be considered by the Board but not scored in the pricing section.

Based on current trends, we project that the Board will accrue at least \$1.5M in expenditures for PY'12. Bidders should consider this as the base accrued expenditure. The Board requires a base, fixed fee for accrued expenditures up to \$1.5M and incremental pricing on a percentage basis up to \$4M.

Pricing Worksheet:

Breakpoint Lines	Accrued Exp. Amount	Percentage of AE	Cost
Base AE*	\$1.5M	%	\$
1 st Breakpoint	\$1.5M to \$2.5M	%	\$
2 nd Breakpoint	\$2.5M to \$3.5M	%	\$
3 rd Breakpoint	\$3.5M to \$4M	%	\$
TOTAL Cost (\$4M)			\$

* Accrued Expenditure

Section VI – Proposal Instructions and Information

A. Contracting

The initial scope of work will be for the period beginning no sooner than June 18 for transition and training purposes only and the period beginning July 1, 2013 and ending June 30, 2015 for fiscal agent functions. The Board may extend the contract one year beyond June 30, 2016 for satisfactory performance.

In the event that there are any reallocations or rescissions of the federal funds, the Board can increase/decrease this award for the services contained in the Scope of Work.

B. Proposal Deadline

- The deadline for receipt of proposals is **12:00 Noon, on October 12, 2012**. Proposals must be officially received by this deadline to be considered.
- A receipt will be furnished, upon written request, to bidders who submit a proposal by mail.
- Proposals delivered by hand will be provided a receipt at the time of delivery.
- Proposals may be mailed via regular mail, express delivery, or hand-delivered to the following address:

South Central Region 8 Workforce Board, Inc.
Attn: John Corcoran, Fiscal Agent Services RFP
2597 West Vernal Pike
Bloomington, IN 47404
812-332-4496

- Faxed or e-mailed proposals are not acceptable, although the required electronic version of the proposal and audit report will be accepted via email to corcoranjfc@msn.com if saved as a PDF or Word file.
- Proposals received after the deadline will be considered non-responsive and will not be reviewed.

C. Procurement Timeline

The timeline for soliciting proposals, review, selection and negotiation is presented below. The dates are tentative and may be changed at the Board's discretion. All times referenced in the RFP are local, Bloomington times.

RFP released	September 7, 2012
Deadline for submission of questions	12:00 Noon September 19, 2012
Bidder's Conference (bidders must attend)	10:00 AM. September 20, 2012
Responses to questions from bidders	At the Bidders Conference and following the conference
Proposal Due Date	12:00 Noon on October 12, 2012
Bidders oral presentations, if necessary	To Be Determined
Successful Bidder selected and notified	October 26, 2012
Fiscal Agent contract start date	July 1, 2013

D. Bidder's Conference

A meeting to review the Request for Proposal and answer technical questions concerning this procurement is scheduled for **September 20, 2012 at 10:00 AM. Attendance at the bidder's conference is mandatory.**

Questions submitted prior to the conference and posed at the bidder's conference will be answered to the extent possible and allowable at that time. The Board will accept written questions (by letter or e-mail) until 12:00 Noon on September 19, 2012. All questions should be addressed to:

South Central Region 8 Workforce Board, Inc.
John Corcoran, Regional Operator
2597 West Vernal Pike
Bloomington, IN 47404
812-332-4496
E-mail: corcoranjfc@msn.com

E. Proposal Requirements

1. **Format:** Proposals must be typed, may be single-spaced, and must be submitted on 8 ½ by 11-inch plain white paper. Font size no smaller than 11 with 1 inch margins, side, top and bottom. Each page of the proposal should be numbered as "page __ of __", with the name of the bidder on each page. The Submission Order must be followed.
2. **Page Limit:** The proposal narrative must be no more than 20 pages. This page limitation does not include required attachments or the audit report.
3. **Number of copies: One complete original**, with original signatures of the authorized signatory, plus **five (5) complete copies**. Any proposal lacking sufficient copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder. You will need to submit only one copy of your most recent audit report with the original proposal.
4. **Submit an electronic copy** of your proposal via email to corcoranjfc@msn.com. When submitting the email you should request a reply. It may be necessary to call to confirm that your

email has been received. The electronic copy should include the complete proposal and a copy of your most recent audit report.

5. **Responsiveness:** Bidders that fail to follow the requirements set forth in this document regarding page limits, number of copies and format may be considered non-responsive. The Board reserves the right to reject any or all proposals at their sole discretion.
6. **Contact Information:** Bidders will be required to provide contact information for the individual who can respond to questions regarding the proposal. The contact person should be the individual who is knowledgeable of the proposal and who is authorized to provide information on behalf of the bidder.
7. **Proposal Narrative and Project Plan:** All information required to develop the proposal narrative and Project Plan is contained in the Scope of Work and Proposal Content sections.

F. Qualifications of Bidders

1. **Eligible Bidders:** Private and public, for-profit and not-for-profit entities are eligible to respond to this RFP. The Board is prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration.

The Fiscal Agent, its employees, or its subcontractors may not provide WIA Title I core, intensive or training services or other direct job seeker workforce services in Region 8.

2. **Bidder Competency:** Bidders must be knowledgeable of the statutes, regulations, rules and policies for the federal funds. A copy of the Workforce Investment Act and regulations may be found on the U.S. Department of Labor web page at <http://www.doleta.gov/programs/factsht/wialaw.cfm>
3. **Workforce Policies:** Copies of other pertinent workforce policies and regulations may be found through the Indiana Department of Workforce Development web page at <http://www.in.gov/dwd/2482.htm>. The Board will provide an orientation on any Board-specific documents, policies and procedures, as necessary, to the selected contractor. Additional information about the Board may be obtained at the Board’s web page at <http://www.southcentral8.org/index.html>
4. **Authorized Signatory Authority:** The bidder’s authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the bidder’s organization.
5. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the Board 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.

G. Proposal Evaluation

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

1. Minimum standards:

- a. The proposal must be received by 12:00 Noon, October 12, 2012 via regular mail, express mail or hand-delivery.
- b. One (1) original and five (5) copies of the Proposal Narrative and one copy of your most recent audit report.
- c. Bidders must attend the bidder's conference at 10:00 a.m. on September 20, 2012 at the WorkOne Bloomington, 450 South Landmark Avenue, Bloomington, IN 47403.
- d. Proposals must meet the requirements contained in Section VI. E "Proposal Requirements".
- e. Bidders must be eligible entities as described in Qualifications for Bidders, Section VI.F.1. Eligible Bidders.
- f. The proposal and all signature forms contained therein must be signed by the bidder's authorized signatory authority.
- g. Bidders who intend to use established subcontractor(s) to provide services must include original letters from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract. Subcontracts are not encouraged and may hurt your chances of a successful bid. The Board will consider subcontract arrangements.

2. Evaluation process:

A review committee will evaluate proposals. The review committee will be made up of Board members and Regional Operator staff.

The review committee will independently evaluate each proposal. The scores will be aggregated with the average score recorded. The review committee will then discuss proposals and develop recommendations. The review committee may request additional information or a best and final offer from any bidder. Bidders should note that the Board may award a contract with or without price negotiation.

It is possible that the Board will request that bidders make an oral presentation to the representatives of the review committee and others. If the Board elects to request oral presentations, bidders will be notified of date, time and place.

The evaluation committee will develop a recommendation for funding. The Board Committee will select the bidder contingent on approval of the CEO.

Evaluation Criteria:

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

	Possible Points
A. Bidder’s Background, Performance, and Organizational Stability Score is based on 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 their project plan.	10 points
B. Bidder’s Qualifications and Staffing Score is based on completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	30 points
C. 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, performance and integrity.	20 points.
D. References Based on review of 3 references	10 points
E. Pricing Score is based on reasonableness of pricing consistent with the plan of work proposed, and the qualifications of bidder.	30 points
Total	100 points

H. Governing Provisions and Limitations

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

1. The Board is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. The Board reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
3. The Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity the Board determines is in its best interest.
4. The Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
5. The Board reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce development area.
6. The Board reserves the right to contact any individual, organization, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the bidder’s relevant performance and/or qualifications; and to request additional information from any and all bidders.
7. The Board 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, Indiana Department of Workforce Development or other funding sources or due to legislative changes.
8. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board for the purpose of

having an influencing effect toward their own proposal or any other proposal submitted hereunder.

9. No employee, officer, or agent of the Board 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.
10. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's bid to be rejected.
11. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful bidder as a basis for release of proposed services at the stated price/cost.
12. A contract with the selected bidder may be withheld, at the Board's sole discretion, if issues of contract or questions of non-compliance, until such issues are satisfactorily resolved. The Board may withdraw award of a contract if the resolution is not satisfactory to the Board.
13. Bidders are prohibited from contacting or soliciting support from Board members or regional elected officials regarding their intent to bid on this work. Such contacts will result in immediate disqualification and rejection of your bid.

I. Administrative Requirements and Procedures

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

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

K. Submission Order

The proposal should be submitted in the order listed below. A proposal checklist is included as **Appendix B** to assist Bidders in submitting a complete proposal; however, the order listed here should be followed, if there are variations from the checklist. The cover page and any required attachments do not count toward your proposal 20 page limit.

Proposal Cover Sheet – Appendix A

Proposal Checklist – Appendix B

Part A: Proposal Narrative

1. Bidders' Background, Performance and Organizational Stability
2. Bidders' Qualification and Staffing
3. Plan of Work
4. References – minimum of 3
5. Pricing

Part B: Assurances and Certifications

1. Administrative and Financial Management Survey and Certification (Appendix C)
2. Assurances and Certification (Appendix D)
3. Debarment Certification (Appendix E)

Interested parties may obtain additional information about the Workforce Investment Act, including the law, regulations, policies and other documents and resources through the following websites:

www.doleta.gov
www.whitehouse.gov/omb/
www.nawb.org
<http://www.in.gov/dwd/>

APPENDIX A – Proposal Cover Sheet

South Central Region 8 Workforce Board, Inc. 2597 West Vernal Pike Bloomington, IN 47404 812-332-4496	FOR INTERNAL USE ONLY Rec'd by _____ Date _____ Time _____ Rating _____ Meets Technical Requirements Y/N _____
Fiscal Agent Request for Proposal	
Name of Bidder	Federal Employer ID
Address – Administrative	Address – Other
Contact Person	Telephone
Fax Number	Email address
Type of Organization <input type="checkbox"/> Private Nonprofit Corporation <input type="checkbox"/> Private for Profit Corporation <input type="checkbox"/> Other Specify _____	
Bidder Statement of Certification	
This proposal was prepared independently without consultation, agreement or cooperation with any other bidder or party to determine a competitive cost for the services offered. This proposal has been duly authorized by the governing body of the bidder.	
_____ Authorized Signer's Name Typed	_____ Authorized Signature
_____ Authorized Signer's Title	_____ Date Signed

APPENDIX B - Proposal Checklist

All proposals must meet the following technical specifications. Use this as a guide for assembling your proposal. Do not submit this with your proposal. A technical review will be performed by the Regional Operator to determine compliance before the evaluation committee reads and rates the proposals.

- Typewritten on 8 ½ by 11 unruled paper, single sided
- Font size no smaller than 11 point
- 1 inch side, top and bottom margins
- Pages numbered consecutively at the bottom of the page (page _ of _)
- Proposal Cover Sheet – Appendix A
- Proposal Checklist – Appendix B
- Proposal Content
 - Bidder’s Background, Performance and Organizational Stability
 - Bidder’s Qualifications and Staffing
 - Plan of Work
 - References – minimum of 3
 - Pricing Worksheet
- Audit or financial statement is provided
- The audit was not qualified and references have indicated that there were no fiscal concerns
- Internal and external evaluations for current and prior two years
- Legal action history against organization for current and prior two years
- Administrative and Financial Management Survey and Certification submitted and signed – Appendix C
- Assurances and Certifications submitted and signed – Appendix D
- Debarment Certification - Appendix E
- Non-Collusion Affidavit
- The original proposal and all signature forms are signed by the bidder’s authorized signatory authority and five (5) copies in addition to the original.
- One copy of most recent audit report
- Electronic copy of proposal and audit report
- Where the use of an established subcontractor(s) is proposed, original letter from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract
- Proposal submitted by the deadline

APPENDIX C - Administrative and Financial Management Survey and Certification

- The bidder has demonstrated that it has the necessary administrative capability and fiscal responsibility needed to provide Fiscal Agent Services.
- The bidder understands and has the capacity to deliver the services proposed until reimbursement or payment has been made. The Board will not provide advances.
- The bidder understands and has the fiscal capacity to pay for non-approved costs and for audit disallowances.
- The bidder understands that pricing is subject to negotiation as a part of the contracting process.
- Has the proposing organization ever filed a petition in bankruptcy? No Yes If yes, provide explanatory information.
- Has the proposing organization ever had to pay back funds to a funding source or the federal government? No Yes If yes, please explain.
- Does the proposing organization have the facilities to maintain the records for a minimum of 5 years? No Yes
- Does proposing organization have other funding sources? No Yes If yes, please explain.
- What is the proposing organization’s main source of income?
Corporate Information:
- Is bidder a corporation? No Yes If yes, what is the corporation’s state of incorporation?
- Is the corporation registered to do business in the State of Indiana? No Yes
- Is the corporation a subsidiary or wholly owned corporation of another corporation?
- If the corporation is a wholly owned or subsidiary corporation has the information provided regarding the corporations fiscal references been provided for the corporation applying for funding? No Yes
- Has the subsidiary/wholly owned corporation provided a copy of their annual financial statement? No Yes
- How long has the subsidiary or wholly owned corporation been in business?
- Have any of bidder’s officers been indicted or convicted of a crime involving fraud, embezzlement, theft, or conversion? No Yes If yes, explain.

The undersigned certifies that no representative of the corporation has exerted any undue influence on the procurement process, violated any federal or state procurement, conflict of interests or ethics law in seeking funding under this Request for Proposals:

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

APPENDIX D – Assurances and Certifications

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

1. Program Requirements as provided for under Section 181, 183, 184, 186, 187, 189 and 195 of the Workforce Investment Act.
2. 20 CFR Part 667.264(a) (2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Workforce Investment Act.
3. The limitations on the use of funds as provided under 20 CFR Part 667.264(a) and 20 CFR Part 667 policy on lobbying restrictions as established.
4. Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C.appl. 453).
5. Permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Workforce Investment Act.
6. Section 134(e) (3) of the Act and 20 CFR Parts 663.815, 663.820, 663.825, 663.830 and 663.840 in making needs-based payments to individuals participating in a training program.
7. Record retention requirements contained in 29 CFR 95.53 or 29 CFR 97.42.
8. 29 CFR Part 667.270 that prohibits replacing a currently employed worker with any Workforce Investment Act participants.
9. Serve non-economically disadvantaged participants in accordance with Section 129(c) (5) of the Workforce Investment Act.
10. 20 CFR Part 667.262(a), prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.
11. Require all lower tier subcontractors to comply, with the policy on lobbying restrictions as established in accordance with 29 CFR Part 93.
12. The policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98.
13. Require all organizations, which are lower tier subcontractors and which expend more than the minimum level specified in OMB Circular A-133 (\$500,000 for Fiscal Years ending after December 31, 2003), have either an organization-wide audit conducted in accordance with OMB A-133 or a program specific financial and compliance audit (commercial firms).
14. Compliance with Sections 134(d) (4) (F) (iii) and 134(d) (4) (G) of the Workforce Investment Act.
15. Equal Employment Opportunity – All Contractors shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Agreement Compliance Programs, and Equal Employment Opportunity Department of Labor.
16. 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.
17. The Davis-Bacon Act as supplemented by 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.
18. Sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. §327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19. Compliance with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.
20. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. The provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. §§1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §§1352.
22. U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR Part 98.
23. The provisions of Debarment and Suspension (E.O.'s 12549 and 12689) – No Agreement shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
24. Proprietary Information. During both the Agreement timeframe and after its completion, the Contractor agrees to keep and hold all Proprietary Information disclosed by the Board, partnering entities, affiliates, customers, or vendors of the local workforce investment area in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, and customer lists.

The undersigned hereby assures and certifies that if selected they are in compliance with all of the Assurances and Certifications where applicable.

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

Appendix E – Debarment Certification

Certification Regarding Debarment, Suspension, and other Responsibility Matters Lower Tier Covered Transactions

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

Before signing the certification, read the following instructions which are an integral part of the certification:

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

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

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature	Name and Title of Authorized Representative	Date
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Name of Applicant Organization

Appendix F

Non-Collusion Affidavit

State of Indiana

County of _____

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 Region 8 Workforce Board or Regional Operator 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 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 ____ day of _____

Notary Public

County of

Commission Expiration Date

Contract for Fiscal Agent Services

This Contract, entered into by and between South Central Region 8 Workforce Board, Inc. (the "Board") and _____ the ("Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the Board desires to contract for services for a Fiscal Agent and accepts the proposal submitted by the contractor on _____. The proposal is incorporated herein as though fully set forth.

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Contractor

Contractor shall provide the services set forth on Exhibit A, attached hereto and incorporated herein (the "Services").

2. Consideration

Contractor shall be paid, in arrears, as set forth on Exhibit B, attached hereto and incorporated herein.

3. Term

This Contract shall be effective for the period July 1, 2013 to June 30, 2015.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Board or by an authorized representative of state government. Copies thereof shall be furnished at no cost to the Board if requested. The Board is responsible for retaining originals of legal documents, agreements, and contracts and permanent records.

5. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the Board's prior written consent. The Board has accepted the proposal submitted by the Contractor on _____.

The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Board, provided that Contractor gives written notice (including evidence of such assignment) to the Board thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the Board.

7. Authority to Bind Contractor

The signatory for the Contractor represents and warrants that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the Board.

8. Changes in Work

In the event the Board requires a significant and substantial change in the scope, character or complexity of the work not previously contemplated or discussed by the parties after the work has begun, adjustments in compensation to the Contractor shall be determined by the Board in the exercise of its honest and reasonable judgment upon written request by the Contractor. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Board. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. Both parties shall comply with all applicable federal, Indiana State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Board and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Board, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website. If the Contractor or its agents violate any applicable ethical standards, the Board may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the Board.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the Board of any such actions. During the term of such actions, Contractor agrees that the Board may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the Board decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Board following the procedures for disputes outlined herein. A determination by the Board shall be binding on the parties.

F. Any payments that the Board may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Board. Failure to do so may be deemed as a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the Board.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

10. Condition of Payment

All services provided by the Contractor under this Contract must be performed in accordance with the terms of Exhibit A and in accordance with all applicable federal, state, local laws, ordinances, rules, regulations, and appropriate accounting standards. The Board shall not be required to pay for work it finds to be negligent, unsatisfactory because it is inconsistent with this Contract, or performed in violation of any federal, state, or local statute, ordinance, rule or regulation and this unsatisfactory work was not fully and satisfactorily cured by Contractor after written notice according to the Dispute provision at paragraph 15.

11. Confidentiality of Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Board.

The parties acknowledge that the services to be performed by Contractor for the Board under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State of Indiana, Board or its subcontractors in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Board agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

12. Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the Board and must be continued without interruption and that, upon contract expiration, a successor, either the Board or another Contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the Board's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
 2. Negotiate, in good faith, a plan with a successor to determine the nature and extent of phase-in, phase-out services required to effectively transition between contractors including but not limited to allowing the successor to conduct on-site interviews with Contractor's appropriate employees and as described in Exhibit A.

The plan shall specify the transitional procedures and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Board's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period.

The Contractor shall be reimbursed at the Contractor's standard average monthly rate for the Contract year for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the Board if any sub-contractor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

14. Default by Board

If the Board, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

15. Disputes

- A.** Should any disputes arise with respect to this Contract, the Contractor and the Board agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

- B.** The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the Board or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the Board for such costs. If the Board and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
 - 1. The parties agree to resolve such matters through submission of their dispute to an independent third party (herein after referred to as Arbitrator) agreed to by the Board and Contractor. The Arbitrator shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Board within ten (10) working days after presentation of such dispute for action. The Arbitrator's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Arbitrator, within ten (10) working days after receipt of the Arbitrator's decision, a written appeal. Within ten (10) working days of receipt by the Arbitrator of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to an Indiana court of competent jurisdiction.

 - 2. The Board may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Board to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may stop work, and/or bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Board within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the Board for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Board within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option

If the Board determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the Board or employee.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault

of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

19. Funding Cancellation

When the Board makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. However, Contractor shall be paid for all Services performed up to the written date of the notice of termination provided to Contractor by the Board.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Board, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The Board shall not provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees

23. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with additional general umbrella coverage in the amount of \$5,000,000. The Board is to be named as an additional insured on a primary, non-contributory basis.

2. Automobile liability with minimum liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The Board is to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned Board representative a certificate of insurance and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The Board will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Board under this Contract shall not be limited by the insurance required in this Contract. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or limits modified without thirty (30) days' prior written notice to the Board.

4. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Board to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the Board upon request.

24. Key Person(s)

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the Board shall have the right to terminate this Contract upon thirty (30) days prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the Board.

C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract are: _____.

25. Licensing Standards

Both parties and their employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The Board shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor agrees to notify Board immediately thereof and the Board, at its option, may immediately terminate this Contract.

26. Merger & Modification

This Contract, including all documents referenced in paragraph 30, Order of Precedence, constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

27. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

28. Notices to Parties

Whenever any notice, statement or other communication is to be sent to the Board or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Board shall be sent to:

South Central Region 8 Workforce Board, Inc.
C/O CLJ Associates, LLC
2597 West Vernal Pike
Bloomington, IN 47404

Notice to the Contractor shall be sent to:

29. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any

ownership claim to the Board and all such materials will be the property of the Board. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Board, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the Board and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the Board full, immediate, and unrestricted access to the work product during the term of this Contract.

30. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the Board, (3) the Request for Proposal issued by the Board, (4) Contractor's response to RFP, and (5) attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

31. Payments

Fees shall be billed monthly in arrears by the contractor and shall be payable within thirty (30) days of the Board's receipt of the invoice.

32. Penalties/Interest/Attorney's Fees

The Board will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees. The Contractor will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees.

33. Progress Reports

The Contractor shall submit oral or written progress reports to the Board based upon their request. The progress reports shall serve the purpose of assuring the Board that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. For Contractor to provide services effectively and efficiently, the Board and its contractors, agree to provide Contractor timely with the information requested and to make its representatives available for Contractor's questions. The Board will also provide Contractor personnel with access to the Internet (if available). The availability of the Board's personnel and the timetable for their assistance are key elements in the successful completion of Contractor's services and in the determination of fees. Completion of Contractor's work depends on appropriate and timely cooperation from the Board's personnel and representatives; complete, accurate, and timely responses to Contractor's inquiries; and timely communication by the Board of all significant accounting and financial reporting matters of which you are aware.

34. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Board. The term of the renewed contract may not be longer than one year. Any provision for automatic renewal is void.

35. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

36. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

37. Taxes

The Board is exempt from state, federal and local taxes. The Board will not be responsible for any taxes levied on the Contractor as a result of this contract under current law.

38. Termination for Convenience

This contract may be terminated, in whole or in part, by the Board or the Contractor whenever, for any reason, either party determines that such termination is in their best interest. Termination of services shall be effected by delivery to the Board or Contractor of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Board will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

39. Termination for Default

A. With the provision of thirty (30) days written notice to the Contractor, the Board may terminate this contract in whole or in part, if the Contractor **fails to:**

1. Correct or cure any breach of this contract;
2. Perform the services within the time specified in this contract or any extension;
3. Make progress so as to endanger performance of this contract without a cure after notification; or
4. Perform any of the other provisions of this contract without a cure after notification.

B. The Board shall pay the contract price for completed services accepted. The Contractor and the Board shall agree on the amount of payment for services rendered and accepted and for the protection and preservation of Board documentation in the possession of the Contractor. Failure to agree will be a dispute under the Disputes clause and the Board may withhold and place in escrow the amount in dispute until further resolution.

C. The rights and remedies of the Board in this clause are in addition to any other rights and remedies provided by law or under this contract.

40. Travel

No expenses for travel will be reimbursed.

41. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

42. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times professional and technical guidelines and standards. If the Board becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the Board may request in writing the replacement of any or all such individuals and Contractor may grant such reasonable request.

43. Time Limits on Claims.

In no event shall any action against Contractor arising from or relating to a specific Statement of Work or the services provided by Contractor relating to any Statement of Work or this Agreement generally be brought after the expiration of the applicable statute of limitations or repose.

44. Changes in Law.

Contractor may periodically communicate changes in laws, rules, or regulations to the Board. However, the Board has not engaged Contractor to and Contractor does not undertake an obligation to advise the Board of changes in laws, rules, regulations, industry or market conditions, the Board’s own business practices, or other circumstances, except to the extent required by professional standards.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the Board have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

South Central Region 8 Workforce Board, Inc.:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Region 8 Fiscal Agent Statement of Work

General Duties of the Contractor

Contractor will serve as the fiscal agent or Controller for WIA and all other funds that are received by the South Central Region 8 Workforce Board, Inc. The fiscal agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting and reporting of WIA and other funding during the period of the contract. The fiscal agent duties and responsibilities shall be performed for the direct benefit of the Board and performed in accordance with, and governed by, applicable WIA regulations and State policy. The fiscal agent work shall be performed in accordance with Board policies and procedures.

The fiscal agent shall cooperate with and assist the Board and Regional Operator with their objectives for Region 8 in conformity with WIA regulations. The fiscal agent has no duties or responsibilities for the management or results of any program for which funds are disbursed. The fiscal agent does not make decisions about who receives the money or approve budgets. The fiscal agent serves as the Controller for the Region. The Fiscal Agent manages accounts payable, receivables, reporting and performs fiscal monitoring annually of each Board contractor. The fiscal agent disburses the funds at the direction of the Board, as long as those directives do not violate any provision of WIA or OMB Circulars. The Board funds will pass through the Fiscal Agent. The fiscal agent requests cash as needed from the Department of Workforce Development.

Specific Duties of the Contractor

2) Control of Board Funds

- d. The fiscal agent shall project cash needs and request cash to coincide with timely payment to Board contractors.
- e. The fiscal agent will receive and manage all funds in compliance with applicable state, federal, Board policy and fund specific regulations; and ensure internal controls to maintain fiscal integrity.
- f. Monitor annually the financial management activity of all Board contractors for compliance with applicable policy, OMB Circulars, federal regulations and specific grant or contract requirements. Monitoring activities shall occur during the period of the contract or grant activity. The monitoring will be designed to mitigate the potential for questioned or disallowed costs. Written monitoring reports will be developed and submitted to the Board, Regional Operator and contractors by the Contractor.
- g. Review and evaluate procurement actions of the Board to ensure compliance with state and federal procurement standards.

8) Disbursement of Funds

- e. The fiscal agent shall disburse Board funds in accordance with the Workforce Investment Act of 1998, the WIA Final Regulations, and published 8/11/2000 and grant specific requirements.
- f. Disbursements shall be made by the fiscal agent from available funds at the direction of the Board within a reasonable time following receipt of complete and accurate requests for reimbursement.
- g. The fiscal agent will adhere to the applicable cost principles found in OMB Circular A-21, Cost Principles for Educational Institutions; A-87, Cost Principles for State, Local and Indian Tribal Governments; and A-122, and Cost Principles for Non-Profit Organizations. The OMB circulars are incorporated herein by reference and are further specified in program regulations at 29 CFR 95.27 and 29 CFR 97.22
- h. The fiscal agent shall disburse funds based upon invoices reviewed first by the Regional Operator.

9) Accounting of Funds

- n. 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.
- o. The fiscal agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), and any other federal or state regulatory requirements.
- p. The fiscal agent will limit the risk of questioned or disallowed costs.
- q. The fiscal agent will implement any invoicing system, or procedures deemed necessary by the Board and the fiscal agent in order to comply with its' duties and responsibilities.
- r. The fiscal agent will maintain an accounting of expenditures by expense type and service provider/vendor.
- s. The Board has purchased a server and a license for accounting software for remote access to the accounting system. The server is located at the Regional Operator office. The fiscal agent will maintain the integrity of the accounting data on the server and coordinate necessary maintenance.
- t. The fiscal agent will establish procedures and processes to ensure that all amounts payable to contractors, and/or vendors, are paid from existing funds and that proper documentation for each claim is maintained for monitoring and audit purposes.
- u. The fiscal agent will develop maintain and refine financial management policies and procedures that meet or exceed applicable state and federal requirements.
- v. The fiscal agent will establish procedures and processes to ensure that all amounts receivable or due to the Board are collected and recorded on a timely basis.
- w. The fiscal agent will maintain a record of all financial transactions for WIA and other funds allocated and expended by the Board.
- x. The fiscal agent will assist with processes and procedures for invoicing, proper documentation, and reporting from contractors to the Board.
- y. The fiscal agent will prepare the cost allocation plan for the Board.
- z. The fiscal agent will establish a procedure to record and report all stand-in costs and matching funds (cash and in-kind).
- aa. As requested, the fiscal agent will provide training and technical assistance to Board contractors on fiscal matters.

10) Financial & Grant Reporting

- k. To support the oversight role of the Board, the fiscal agent will prepare and disseminate financial reports on a monthly basis in formats prescribed by the entities to identify revenues, expenditures, accounts payable, accounts receivable, and balances and obligations, by funding stream, and contractors.
- l. The fiscal agent will work with the Board and develop standard financial reports as needed by the Board or Regional Operator.
- m. The fiscal agent will report on an accrual basis in accordance with the Department of Workforce Development requirements and systems.
- n. The fiscal agent will report total obligations by funding stream as required by DWD.
- o. On a monthly basis, the fiscal agent will provide the Board financial reports to the Regional Operator. Detailed reports as required by the Regional Operator will be provided as requested.
- p. The fiscal agent will prepare required federal and state financial reports associated with management of grant funds.
- q. The fiscal agent will provide reports and other assistance to the Board to monitor fiscal performance of all contractors and budgets.
- r. The fiscal agent will be required to prepare financial reports and grant closeouts annually.
- s. The fiscal agent will assist the Regional Operator with the preparation of grant and contract budgets.

- t. The fiscal agent will coordinate grants and contract management with the Regional Operator and Board contractors.
- u. The fiscal agent will provide regional allocation, expenditure and budget spreadsheets for RWB and RO review on a monthly/YTD basis.

11) Recovery/Reimbursement

- e. The fiscal agent shall assist the Board and/or Grantor with the recovery of funds paid to sub-recipients subsequently disallowed.
- f. The fiscal agent shall reimburse the Board and/or Grantor for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- g. The fiscal agent will not be responsible for funds disallowed at the contractor level.
- h. The fiscal agent will be responsible for any theft or misappropriation of Board funds and is required to carry at its own cost, E&O insurance, commercial liability and a fidelity bond that meets State requirements.

12) Deliverables

- g. Timely processing of invoices;
- h. Accounting of grant funds by funding stream;
- i. Cash management and cash requests to DWD as necessary;
- j. Monthly financial reports;
- k. Cooperation with the Board, Regional Operator and CEO toward goals and objectives of Region 8.
- l. The fiscal agent must participate in Regional Operator meetings; attendance at Board meetings and other meetings called by the Board and the Department of Workforce Development. The fiscal agent will be expected to participate in Statewide Fiscal Officers meetings.
- m. Prepare the annual tax return for the Board and submit it to the IRS/State;
- n. Coordinate and procure as necessary the audit of the Board. Conduct audit resolution in conjunction with the RO and Board.
- o. Complete all closeouts and/or annual settlements as required by DWD.

Exhibit B
Pricing Schedule

Payment to the Contractor for the services provided under this agreement shall be based on the total of accrued expenditures by program year (July 1, 2013 to June 30, 2014). The annual fee shall be a percentage of annual accrued expenditures with the rate decreasing in increments according to the following table:

Breakpoint Lines	Accrued Exp. Amount	Percentage of AE	Cost
Base AE	\$1.5M	%	\$
1 st Breakpoint	\$1.5M to \$2.5M	%	\$
2 nd Breakpoint	In excess of \$2.5M	%	\$

Fees shall be billed monthly by the contractor and shall be payable within thirty (30) days of the Board's receipt of the invoice.