



DATE: August 20, 2020

TO: Prospective Accounting Firms and Organizations Familiar with WIOA Title I

FROM: Sharon Johnson, CEO
Shenandoah Valley Workforce Development Board (SVWDB)

SUBJECT: Grant Accounting Services Request for Proposal (RFP)

In compliance with the Workforce Innovation and Opportunity Act (WIOA), the Shenandoah Valley Workforce Development Board, Inc. (SVWDB) is soliciting quotes from qualified sources to provide professional services for grant accounting services and management of the financial operations. The resulting contract for services is anticipated to end February 26, 2021, with an option to provide additional services beyond February 26, 2021 at the discretion of the SVWDB.

The SVWDB is an Equal Opportunity Employer

The documents attached to this letter constitute the official SVWDB Request for Proposal, with a description of the proposal format to be followed. Proposals are acceptable only in the format as prescribed in the proposal; completed proposals are due to the SVWDB no later than September 4, 2020, 5:30 p.m. ET. Proposals are to be submitted electronically in a PDF version to sjohnson@vcwvalley.com; the SVWDB will acknowledge receipt of any electronic proposal received.

Technical assistance concerning this Request for Proposal is available until September 4, 2020 by contacting:
Sharon Johnson, Ph.D.
Chief Executive Officer
540-649-4322
sjohnson@vcwvalley.com

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for the professional services of an organization familiar with grant accounting for WIOA Title I services. If the organization is a certified public accounting firm, such firm's principal officers are to be independent certified public accountants (CPAs), certified or licensed by a regulatory authority of the Commonwealth of Virginia or other political subdivision of the United States. The organization selected will be expected to perform routine accounting services and work with the SVWDB staff to manage the day-to-day fiscal operations of the SVWDB.

The resulting contract for services is anticipated to end February 26, 2021, with an option to provide additional services beyond February 26, 2021 at the discretion of the SVWDB.

II. BACKGROUND:

- A. The Shenandoah Valley Workforce Development Board (SVWDB), Inc. is a 501(c)3, incorporated agency tasked with implementing, facilitating, and managing federal workforce development funds; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers, and the business community through Virginia Career Works Workforce Centers in the Valley Region. The SVWDB also serves as the regional convener of workforce development stakeholders and resources, in order to develop and improve the region's workforce through a comprehensive strategic vision, recently set forth in the 2017-2021 Local Plan. The mission of SVWDB is building partnerships to create workforce opportunities that cultivate business, grow jobs, develop people, and build community. The SVWDB values community, collaboration, innovation, transparency, and integrity.
- B. The SVWDB is responsible for overseeing the delivery of training programs authorized under the Workforce Innovation and Opportunity Act (WIOA) within the cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro, and Winchester, and the counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah, and Warren. These sixteen jurisdictions comprise Virginia Local Workforce Development Area (LWDA) 4. Within the footprint of the LWDA 4, the SVWDB operates a comprehensive one-stop center located at 160 North Mason St., Harrisonburg, VA; an affiliate center is located at 419 North Cameron St., Winchester, VA, and an additional program services access point is located at 1076 Jefferson Highway, Staunton, VA.
- C. Under the U.S. Department of Labor, WIOA funding streams are allotted and used to implement programs to prepare youth and unskilled adults for entry into the labor force, and to provide job training to dislocated workers and economically disadvantaged individuals, and other job seekers facing serious barriers to employment.

D. As of June 30, 2020, the SVWDB estimated funds to be fiscally managed are listed below. All grants end by June 30, 2021, leaving funding from WIOA Title I programs.

WIOA Title I Programs	\$1,912,030
H-1B Technical Skills Training Grant	\$664,600
Workforce Services Expansion to Increase Economic Equity Grant	\$410,282
WIOA Title III (Temporary)	\$244,631
Modernizing Apprenticeship for Opportunity Youth JFF Grant	\$10,000
Rapid Response	\$7,500

III. STATEMENT OF NEEDS:

A. The organization selected will work with SVWDB staff to manage day-to-day operations of the fiscal functions of the SVWDB, services. Services to be provided are listed below.

1. Ensuring accountability of expenditures of funds in accordance with the Office of Management and Budget (“OMB”) Uniform Guidance, the Department of Labor’s (“DOL”) exceptions at 2 CFR Part 2900, the Workforce Innovation and Opportunity Act (WIOA), and corresponding Federal Regulations
2. Reviewing invoices and authorizing disbursements
3. Maintaining financial operations, preparing cash draw down requests, and managing cash flow to minimize cash on hand
4. Managing general accounting and cost accounting of funds received from Federal, State, local, and other grantor sources
5. Reconciling accounting records and preparing monthly and quarterly reports for Federal, State, local and other grantors
6. Managing external payroll services and providing necessary information to ensure proper payroll processing
7. Working with SVWDB CEO on the development of forecasts, budgets and budget revisions
8. Oversight of monthly, quarterly and year end reconciliation of financial statements
9. Supporting required audits and monitoring
10. Preparing proper financial documentation for the close-out of WIOA and grants

11. Preparing monthly, quarterly, and annual financial reports for the CEO, Finance and Executive Committees, and Board of Directors
12. Ensuring that all financial accounting records are maintained in accordance with accounting principles generally accepted in the United States of America (“GAAP”) or other basis as required by the VCCS, the DOL, and other grantors.

Additional Notes:

- At this time, the SVWDB plans to retain the responsibilities listed below, but the SVWDB is interested in ideas to modify current processes for a more streamlined and efficient process.
 - Receiving, reviewing, approving, coding, and entering invoices into GMS
 - Printing, reviewing, and signing voucher sheets
 - Processing checks, obtaining SVWDB signatures (2), and distributing check payments
 - Scanning paid invoices into GMS and filing paper copies
 - Performing bank reconciliation
 - Maintaining inventory
- To gauge program capacity, job seeker participant and supportive services activity numbers include 341 participants for program year 2019 – 2020 and 162 participants for program year 2020 – 2021. Occurrences of supportive services activities for transportation, incentives, books/uniforms/tools, and medical services includes 107 activities for program year 2019 – 2020 and 49 activities for program year 2020 – 2021.
- Additional services for audit preparation, indirect cost negotiation may also be included in the proposal

- B. SVWDB utilizes Grants Management Systems, Inc. (GMS) Accounting and Financial Management/Reporting software for reporting and maintenance of accounting records. The software was designed for usage by entities that are non-profits receiving grant & contract monies. The software was designed to track revenues, expenditures, and budgets by funding stream and restriction type. The software also processes and allocates costs based on the user’s set up of the various cost pools.

GMS accumulates all shared costs, whether direct or indirect, on an annual basis coinciding with the fiscal period (07/01 – 06/30). Allocated costs are recorded to form a part of final costs by activity, and pools close at the end of the fiscal year. This mechanism allows the accounting system to develop actual rates (fringe and indirect) for the twelve-month period and will eliminate the circumstantial results created by the timing of incurred costs and project beginning and termination periods. As a result, all financial activity during the fiscal year will serve as the base

for the sharing of fiscal year allocated costs. Prior experience in providing accounting or auditing services utilizing GMS is preferred.

- C. The organization selected shall retain working papers and reports for a minimum of three years after the end of the contract period.
- D. The SVWDB's Chief Executive Officer will serve as the organization's primary contact during the contract to perform oversight of the services provided.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL PROPOSAL REQUIREMENTS:

1. PROPOSAL PREPARATION:

- a. No portion of the work shall be subcontracted without the prior written consent of the SVWDB. In the event that the organization desires to subcontract some part of the work specified herein, the auditing firm shall clearly state its intentions and furnish the names, qualifications, and experience of the proposed subcontractors as part of their signed proposal.
- b. Proposals shall be signed by an authorized representative of the organization. All information requested must be submitted. Failure to submit all information requested may result in the SVWDB requiring prompt submission of omitted information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete, or lack key information, may be rejected by the SVWDB. Mandatory requirements are those required by law or regulation and are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the guiding paragraph number of the corresponding section of the RFP.
- e. Ownership of all data, materials, and documentation originated and prepared for the SVWDB pursuant to the RFP shall belong

exclusively to the SVWDB and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices, as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

- f. Since this is a professional services solicitation, applicants are not required to submit a cost schedule with their proposal but are strongly encouraged to submit a cost schedule. The cost is not an evaluation criterion.

B. SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be written in a straightforward and concise manner to clearly relay the applicant's capabilities to provide the required services. Applicants are required to submit the proposal with a cover sheet or title page. Additional attachments are not required. Applicants are required to submit the following items as a complete proposal:

1. *Qualifications and experience of the Organization*: The applicant shall provide an overview of its organization including its qualifications to perform the required grant accounting services and the firm's experience with Workforce Innovation and Opportunity Act funds and/or federal grant accounting; the years the organization has been in business and the number and location of offices in the U.S.. The applicant shall disclose the identity of any parent corporation and any subsidiaries, if appropriate, and of any subcontractors. The applicant shall certify that:
 - a. If an accounting firm, they are an independent accounting firm, as defined by applicable standards,
 - b. They have not been suspended or debarred from performing government activities, and
 - c. They have not been the object of any disciplinary action

during the past three years.

The applicant shall briefly describe any peer reviews conducted within the last three years and the results of such reviews.

2. *References from other clients that pertain to prior project experience encompassing the same or similar requirements as set forth in the Statement of Needs:*
 - a. Supply two (2) project references, which must include company name, address, phone number, and contact person.
 - b. For each referenced project, the applicant shall provide a description of the work performed, the time period of the project, the staff-months expended, and the scheduled and actual completion dates of the project.
3. *Quality and Relevant Experience of Personnel:* Include applicant, and subcontractor personnel to be assigned to the project: Names, qualifications, and relevant experience of specific personnel to be assigned to the project are required. Resumes including relevant experience and continuing professional education for each supervisory person to be assigned to provide the grant accounting services are also to be provided.
4. *Fiscal Service Delivery Design:* The applicant shall provide a narrative describing in general detail the design and process for providing the needed services and a description of applicant and SVWDB roles and responsibilities.
5. *Capability:* The applicant shall provide a narrative describing in general detail the applicant's approach in working with the SVWDB to improve the client's fiscal processes, provide technical assistance, and make recommendations to ensure problems are corrected and there are improved efficiencies.
6. *Other Criteria - Small Business, Women or Minority Owned Business Participation:* The applicant shall indicate if they are a small, women or minority owned business. To the extent that the applicant proposes to subcontract with a small business, women or minority owned business, describe the degree of participation in terms of percent of contract hours and fees and the applicant's plan to involve the subcontracting firm in the audit. Any assignment of the contract in whole or part must be pre-approved by SVWDB.

7. When the applicant is selected, a Certificate of Insurance will be required. If the successful applicant is an accounting firm, a certificate of insurance for Accountants Professional Liability Coverage (Errors and Omissions) with a limit of \$1,000,000 is required. Other organizations are required to provide a certificate of insurance for Commercial Umbrella Coverage with a limit of \$1,000,000. The Certificate shall show the SVWDB named as additional insureds for the coverage.

II. EVALUATION CRITERIA:

EVALUATION CRITERIA: Proposal shall be evaluated using the following criteria that shall also apply to, and be used to evaluate the applicant's subcontractors:

		<u>Point Value</u>
1.	<i>Qualifications and Experience of Applicant</i> in providing grant accounting services for WIOA programs and/or other Federal grants	30
2.	<i>References from Other Clients</i>	05
3.	<i>Quality and Relevant Experience of Personnel</i> to be assigned to the projects	25
4.	<i>Fiscal Service Delivery Design:</i> Applicant's recommended design of working with the SVWDB to provide needed services and accomplish desired goals	25
5.	<i>Capability:</i> Applicant's approach in working with the SVWDB to improve the client's fiscal processes, provide technical assistance, make recommendations to ensure problems are corrected and there are improved efficiencies	15
6.	<i>Small Business, Women or Minority Owned Business Participation</i> (Applicant's engaging in such business may be awarded two (2) additional points)	00
	TOTAL	100

The SVWDB plans to engage in individual discussions with two or more applicants deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Informal interviews shall be permissible and non-binding cost estimates will be discussed. The

applicants shall be encouraged to elaborate on their qualifications, experience, staff expertise, service delivery design, capability and alternative concepts.

The SVWDB shall select in the order of preference two or more applicants whose professional qualifications and proposed services are deemed most meritorious; negotiations shall then be conducted, beginning with the applicant ranked first. If a contract satisfactory and advantageous to the SVWDB can be negotiated at a price considered fair and reasonable, the award shall be made to that applicant.

Otherwise, negotiations with the applicant ranked first shall be formally terminated and negotiations conducted with the applicant ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the SVWDB determine in writing and in its sole discretion that only one applicant is fully qualified or that one applicant is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that applicant.

IV. AWARD OF CONTRACT: An award shall be made to the responsible organization whose quote is determined to be the more advantageous to the SVWDB. The award of a contract shall be at the sole discretion of the SVWDB. The award shall be based on the evaluation of all information the SVWDB may request. The SVWDB reserves the right to accept or reject any or all quotes in whole or in part and to waive any informality in the RFP. Further, the SVWDB reserves the right to enter into a contract deemed to be in its best interest.

V. GENERAL TERMS AND CONDITIONS

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The organization shall comply with all applicable federal, state and local laws, and rules and regulations.

B. ANTI-DISCRIMINATION: By submitting their quotes, organizations certify to the SVWDB that they will conform with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act.

1. During the performance of this contract, the organization agrees as follows:

a. The organization will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the organization. The organization agrees to post in conspicuous places, available to employees and applicants

for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The organization, in all solicitations or advertisements for employees placed by or on behalf of the organization, will state that such organization is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- C. ETHICS IN PUBLIC CONTRACTING: By submitting their quotes, organizations certify that their quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other organization, supplier, manufacturer or subcontractor in connection with their quote, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The organization and any related organizations will not be allowed, during the contract period, to perform or submit quotes on auditing services for the SVWDB.
 - D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their quotes, organizations certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 - E. DEBARMENT STATUS: By submitting their quotes, organizations certify that they are not currently suspended or debarred by the Commonwealth of Virginia or the Federal government from submitting bids or quotes on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - F. ANTITRUST: By entering into a contract, the organization conveys, sells, assigns, and transfers to the SVWDB all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SVWDB under said contract.
 - G. CLARIFICATION OF TERMS: If any prospective organization has questions about the specifications or other solicitation documents, the prospective organization should contact the SVWDB's Chief Executive Officer (whose contact information is contained on the face of the solicitation) for technical assistance no later than September 1, 2020.
 - H. PAYMENT: Payment to the organization shall be made based upon the parties
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mutually agreed upon intervals or deliverables.

- I. QUALIFICATIONS OF ORGANIZATIONS: The SVWDB may make such reasonable investigations as deemed proper and necessary to determine the ability of the organization and subcontractors to perform the services/furnish the goods, and the organization and subcontractor shall furnish to the SVWDB all such information and data for this purpose as may be requested. The SVWDB reserves the right to inspect the organizations and subcontractors' physical facilities prior to award to satisfy questions regarding the organization's capabilities. The SVWDB further reserves the right to reject any quote if the evidence submitted by, or investigations of, such organization fails to satisfy the SVWDB that such organization is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- J. TESTING AND INSPECTION: The SVWDB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the organization in whole or in part without the written consent of the SVWDB.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The SVWDB may order changes within the general scope of the contract at any time by written notice to the organization. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The organization shall comply with the notice upon receipt. The organization shall be compensated for any additional costs incurred as the result of such order and shall give the SVWDB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract. If the work can be expressed in units, the organization shall account for the number of units of work performed, subject to the SVWDB's right to audit the firm's records and/or to determine the correct number of units independently; or
 - c. By ordering the organization to proceed with the work and keep a record of all costs incurred and savings realized, a markup for
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overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The organization shall present the SVWDB with all vouchers and records of expenses incurred and savings realized.

The SVWDB shall have the right to audit the records of the organization, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SVWDB within thirty (30) days from the date of receipt of the written order from the SVWDB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the organization from promptly complying with the changes ordered by the SVWDB, or with the performance of the contract generally.

- N. DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the SVWDB, after due written notice, may procure them from other sources and hold the organization responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SVWDB may have available to it.

VI. SPECIAL TERMS AND CONDITIONS:

- A. CONFIDENTIALITY OF INFORMATION: The organization shall treat all information utilized in its performance of the contract as confidential, personal information. The organization shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are the property of the SVWDB and shall be delivered to the agency upon demand. The organization merely serves as the custodian of the files and acts as agent for the SVWDB in the performance of the project requirements.
- B. CANCELLATION OF CONTRACT: The SVWDB reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the organization. In such event, the SVWDB will only be liable for costs incurred to the date of termination.
- C. CONTRACT EXTENSION: The SVWDB reserves the right to extend any resulting contract under the terms and conditions of the original contract, at the sole discretion of the SVWDB.
- D. TERMINATION: The SVWDB reserves the right to terminate the contract for the convenience of the SVWDB when certain occasions arise. It is understood and
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agreed between the SVWDB and the organization, that the SVWDB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- E. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA): This solicitation is subject to the provisions of WIOA State Oversight, Financial management, Monitoring, Procurement, Equal Opportunity, the Commonwealth of Virginia's WIOA Regulations and Policy as promulgated by the Virginia Community College System (VCCS), and any revisions thereto, which are hereby incorporated into this contract in their entirety. This solicitation is subject to specific grant requirements, which are hereby incorporated into this contract in their entirety.
- VII. INDEMNIFICATION: The organization agrees to indemnify, defend and hold harmless the SVWDB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the organization, provided that such liability is not attributed to the sole negligence of the SVWDB. These provisions apply to each sub-tier organization performing under the primary contract.

AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM
Auxiliary aids and services are available upon request to individuals with disabilities.
TDD: VA Relay Center: 711 or 800.828.1120

This workforce product was created using 100% of federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$1,460,148 (#AA-33260-19-55-A-51) made to Page County on behalf of the Shenandoah Valley Workforce Development Area by the pass-through entity, the Virginia Community College System. No costs of this product was financed by nongovernmental sources. The information contained herein does not necessarily reflect the official position of the U.S. Department of Labor.
