



Green Country Workforce Development Board (GCWDB)

REQUEST FOR PROPOSALS

FISCAL AGENT SERVICES

Available – August 25, 2021

Closes – September 8, 2021, at 3:00 pm CST

Submitted by:
Green Country Workforce
907 S Detroit Ave, #1325
Tulsa, OK 74120

BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Green Country Workforce Development Board
Cherie Stierwalt, Deputy Director, EO Officer
907 S. Detroit, Suite 1325

Tulsa, OK 74015

Cell: 918.438.7946

Email: cstierwalt@greencountryworks.org

Or,

Equal Opportunity Officer
Oklahoma Office of Workforce Development
Ferris Barger

900 N Portland Avenue, BT 300

Oklahoma City, OK 73107

Office: 405.208.2519

Email: ferris.barger@okcommerce.gov

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711(<http://www.oklahomarelay.com/711.html>) or TDD/TTY: 800-722-0353.

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and trainees only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

1. Introduction

1.1. Purpose

Green Country Workforce (GCW) was formed in January 2021 through the merger of Tulsa and Eastern regional workforce boards. Our mission is to fuel economic development by creating relationships that benefit employers and job seekers today, while also preparing individuals for the jobs of tomorrow. Our vision is growing economic prosperity for our region by being the primary source that connects employers and job seekers.

GCW is the federally funded, state designated workforce development board for Adair, Cherokee, Creek, McIntosh, Muskogee, Okmulgee, Osage, Pawnee, Sequoyah, Tulsa, and Wagoner counties. GCW operates in eight (8) American Job Centers across the region that provide services to job seekers, businesses, and community partners.

GCW is issuing this Request for Proposal (RFP) on behalf of the Local Elected Officials for the Green Country Workforce region for the purpose of securing the services of a Fiscal Agent, as defined in 20 CFR § 679.420, for the organization.

1.2. Funding Overview

The primary funding source for the organization is the Workforce Investment and Opportunity Act of 2014 (WIOA). The purpose of the Act is to provide workforce investment activities through local workforce development systems. These systems will increase the employment, retention, and earnings of participants, and increase the attainment of occupational skills by participants resulting in a qualified workforce, which reduces welfare dependency and enhances the productivity and competitiveness of the nation.

There are three WIOA programs: Adult, Youth, and Dislocated Worker. Funds are distributed by formula to Local Areas by the Oklahoma Office of Workforce Development (OOWD) housed under the Oklahoma Department of Commerce. WIOA funds are allocated incrementally throughout the July 1 to June 30 “Program/Fiscal Year”. Funds are available for expenditure by the Local Areas for a period of two years. Funds unexpended within the two-year period are subject to recapture by OOWD. Based on the two-year availability of funding, each WIOA program may have open budgets during three program years.

GCW also receives from time-to-time State-Set-Aside and Rapid Response funds from OOWD to provide services. GCW also operates other grant and initiatives funded through different sources. Discretionary Grants, National Emergency Grants, and other funding sources may be incorporated into the scope of work as future needs arise.

2. Proposal Instructions

2.1. Submission of Proposals

An electronic copy in PDF format sent by email to mwebbjones@greencountryworks.org with the subject line **Fiscal Agent Services RFP**. Proposals must be received no later than 3:00 p.m. local time Wednesday, September 8, 2021. Proposals received after stated time will not be considered.

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of engagement, preparation of the proposal, submitting the proposal, negotiating for the Contract and other costs associated with this Request for Proposal. All responses will become the property of Green Country Workforce and will be a matter of public record after the award of the Contract or rejection of the bid.

Bidders who wish to dispute or appeal this RFP process or the final award decision may do so by following the procedure outlined in Attachment D.

2.2. Key Dates

The following schedule of events is subject to change at the discretion of Green Country Workforce. All times shown are Central Standard Time Zone (CST).

Issuance of RFP	August 25
Deadline for Submitting Questions	September 1
Questions and Answer Release	September 3
Proposal Due Date	September 8
Evaluation and Down-selection of Proposals	September 9 - 14
Notification of Selection for Award	September 16
Contract and Process Discussions	September 20 – October 13
Contract Start Date	October 18

Failure to notify Green Country Workforce of any conflicts or ambiguities in this RFP may result in items being resolved in the best interest of Green Country Workforce. Any modification to this RFP, and answers to written questions, will be sent to all bidders. Only written communications are binding.

2.3. Proposal Components

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's capacity to satisfy the requirements of the RFP package. Emphasis should be on completeness of the proposal and clarity of content.

Bidders are asked to prepare proposals in a format that best conveys the details of the offering.

- All bidders shall include the following with their bid submissions:
 - Signature Sheet
 - Certification Regarding Disbarment
 - Cost Proposal
 - Financial Ability, Experience and Qualifications
 - date established
 - ownership (public, partnership, subsidiary, etc.)
 - number of personnel, full and part-time, that would be assigned to this project by function and job title
 - location of the project within the proposer's organization
 - relationship of the project and other lines of business
 - most current audit/peer review

Beyond these general guidelines, bidders are invited to submit any additional information that they may consider important in fully explaining their proposal and the advantages for its selection. Any information submitted must be clearly understood by the GCW Staff or Board Members reviewing.

3. General Provisions

- 3.1. **Inquiries:** All inquiries shall be directed to Martha Webb-Jones at mwebbjones@greencountryworks.org or Rob Taylor at rtaylor@greencountryworks.org.

Communication is prohibited between the bidders, its employees, representatives, or agents, and any Green Country Workforce employee, representative, or agent, other than as stated above, or as part of formal meetings requested by GCW (see **Appearance Before Committee**).

Violations of this provision by the proposer or GCW personnel may result in the rejection of the proposal.

- 3.2. **Negotiated Procurement:** Final evaluation and award is made by GCW's Local Elected Officials.
- 3.3. **Appearance Before Committee:** Bidders may be asked to meet with representatives from GCW to explain their understanding and approach to the project and/or respond to questions concerning the proposal. GCW reserves the right to request information from bidders as needed. If information is requested, GCW is not required to request the same or any information of all bidders. GCW may award the work without conducting meetings.
- 3.4. **Revisions:** No additional revisions to proposals shall be made after the specified cut-off time unless requested by GCW.

- 3.5. **Acceptance or Rejection:** GCW reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.
- 3.6. **Agreement:** The successful bidder will be required to enter into a formal contract. The bidder's response to this RFP shall be included as a legal part of the agreement. No contract shall be considered to have been entered into by Green Country Workforce until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful proposer and the GCW Local Elected Officials.
- 3.7. **Subcontracting:** If the bidder intends to subcontract any of the services under this RFP, that must be made clear in the submitted proposal. All subcontractors will be required to meet all laws, regulations, and State policies pertaining to the administration of this contract.
- 3.8. **Employer of Record:** Neither the Fiscal Agent nor any agent or employee of the Fiscal Agent will be an employee of GCW for any purpose whatsoever. In bidding, the bidder agrees that it has, or will secure at its own expense, all personnel required to perform all the services required and that they will be responsible for all obligations of an employer.
- 3.9. **Terms and Conditions:** The bidder understands and agrees to comply with all requirements stated in this RFP package. If there is a difference between what is stated in the bidder's proposal and what is included in the RFP package, the RFP package will take precedent over the bidder's proposal.
- 3.10. **Open Records Act (51 O.S. §24A.1):** All proposals become the property of GCW. Information contained in proposals will become open for public review once a contract is signed or all proposals are rejected. Any information deemed proprietary by the vendor should be labeled as such. The final determination of proprietary will be the responsibility of GCW. Price/Cost information is not considered proprietary.
- 3.11. **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. The successful bidder will pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.
- 3.12. **Insurance:** GCW shall not be required to purchase any insurance against loss or damage to any personal property nor shall GCW establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Oklahoma Tort Claims Act, the successful bidder shall bear the risk of any loss or damage to any personal property.
- 3.13. **Assurances:** Contractor will comply with assurances under the Workforce Investment and Opportunity Act and pursuant to this proposal will be subject to the laws, policies, and procedures, including but not limited to the list below:
- WIA Public Law 105-220, August 7, 1998, and WIOA Workforce Innovation and Opportunity Act Public Law H.R. 803 and all associated rules and regulations.
 - 2 CFR Parts 200.
 - Other such laws, regulations, policies, procedures, and/or guidance as may be declared.

Submission of the RFP Package with all required signatures signifies the bidder understands and agrees with all the assurances listed above.

4. Proposal Evaluation

4.1. General.

GCW will make the award in the best interest of GCW and their mission. Bidders should develop a proposal through a process that considers the mission and vision of GCW. All proposals submitted in response to the RFP will be evaluated using the following criteria and factors:

- 4.1.1. **Technical Response.** The extent to which the bidder effectively demonstrates an understanding of the needs of GCW as described in this RFP and offers appropriate solutions to meet those needs.
- 4.1.2. **Response Completeness and Clarity.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals.
- 4.1.3. **Fiscal Competency.** The bidder's demonstrated ability to implement, manage and maintain the proposed statement of work.
- 4.1.4. **Other Experience and Qualifications.** The bidder's general experience and qualifications, including any experience with federal grant accounting and reporting, adjacent business capabilities that may enhance the quality of service, or demonstration of change management, relationship development, and continuous improvement.

5. Scope

5.1. Contract Period

The contract period for the services will be for one (1) year, beginning October 18, 2021. The contract may be eligible for two (2) one-year extensions, any extensions must be agreed upon in writing by both parties. The maximum term for the contract before it is re-bid is three years.

5.2. Statement of Work

The successful bidder for this statement of work will perform the duties of the Fiscal Agent for GCW, as described in 20 CFR § 679.420. The Fiscal Agent duties and responsibilities are performed for the direct benefit of the Local Elected Officials and performed in accordance with applicable WIOA legislation and regulation, State of Oklahoma legislation and policies. To the extent that they do not conflict with the aforementioned laws, regulations, and policies, the Fiscal Agent's work is performed in accordance with the policies and procedures of GCW.

The Fiscal Agent:

- Receives and manages all WIOA funds for the area including Adult, Dislocated Worker, and Youth grants
- Ensures sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations, and State policies
- Responds to audit financial findings
- Maintains proper accounting records and adequate documentation
- Cooperates with and assists the Local Elected Officials and GCW with workforce objectives in conformity with WIOA regulations.
- Ensures WIOA funds are spent according to the GCW developed and LEO approved budget.
- Provides services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters.
- Coordinates with identified GCW staff to:
 - 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
 - Ensure that the parties are informed as to the appropriate expenditure of WIOA funds
 - Prepare required federal and state financial reports associated with management of grant funds
 - Prepare financial reports and grant closeouts at the direction of the funding sources
 - Conduct an annual audit of all funds, as required by the funding sources.

The Fiscal Agent does not make decisions about who receives the money. They do not develop or approve budgets. The Fiscal Agent serves as an Accounts Payable and Accounts Receivable operation. The Fiscal Agent disburses the funds at the direction of the CLEO and GCW as long as those directives do not violate any provision of WIOA, OMB Circulars or Federal Acquisition Regulations (FAR), or State legislation and policy. The Fiscal Agent exercises the degree of skill and care expected by the financial reporting and accounting profession.

The Fiscal Agent will ensure the Secretary of Labor, the Controller of the United States, the Inspector General, representatives of the State of Oklahoma, Chief Elected Officials, auditors contracted by the State of Oklahoma, or their duly authorized representatives have access to any pertinent books, documents, papers, electronic files, and/or records during normal business hours. Applicable federal, state, and local law will determine public access to records.

Attachment A- Signature Page

BIDDER:

RFP: Fiscal Agent – August 2021

We hereby certify that we do not have any real or substantial conflict of interest sufficient to influence the bidding process for this proposal. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm or Corporation: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Fax: [Click here to enter text.](#)

Mailing Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Choose an item.](#) Zip Code: [Click here to enter text.](#)

FEIN Number: [Click here to enter text.](#)

E-Mail: [Click here to enter text.](#)

DUNS Number: [Click here to enter text.](#)

Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

Typed Name of Signature: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signature hereon, Bidder certifies that neither they nor their principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or no procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or No procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Bidder shall provide immediate written notification to Green Country Workforce if, at any time prior to award, they learn that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when making an award. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to the other remedies available, Green Country Workforce may terminate any contract resulting from the solicitation for default.

Printed Name

Signature

Date

Attachment C- Evaluation Criteria- Each proposal will be rated and scored against the following point system:

PROPOSAL EVALUATION CRITERIA	Maximum Points
Technical Response	30
Response Completeness and Clarity	20
Fiscal Competency	30
Other Experience and Qualifications	20

Attachment D - Appeal Process for Requests for Proposals

The Green Country Workforce Development Board (GCWDB) has established a procedure to respond to disputes, claims, or grievances that may arise from the procurement process. A copy of this procedure will be made available to any bidder upon request. The procedure gives all bidders an opportunity to appeal the RFP process or the award and provides for a review of the process and a timely determination to be issued.

I. Eligibility for Filing

A bidder, prospective bidder, or prospective contractor who is aggrieved in connection with the Request for Proposals (RFP) or the award of the contract may file an appeal. An appeal cannot be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

II. Where to File

The appeal must be filed in writing, either by mail or electronically, to:

Rachel D. Hutchings, Executive Director
Green Country Workforce Development Board
907 S. Detroit Avenue, Suite 1325
Tulsa, OK 74120
rhutchings@greencountryworks.org

and

Delaney Rea, Chair
Green Country Workforce Development Board
907 S. Detroit Avenue, Suite 1325
Tulsa, OK 74120
drea@meltontruck.com

III. Timeline for Filing

An appeal must be filed within thirty (30) days of knowledge of the facts giving rise to the appeal and no later than ten (10) days after the date that the notice of award is posted on the GCWDB website. GCWDB will consider the date of receipt of the appeal as the filing date.

IV. Content of the Appeal

The appeal must be submitted in writing and clearly state the grounds upon which the appealing party asserts the RFP, selection process, or award was improper. Any supporting documents or information should be submitted at the same time.

V. Notification of Appeal and Stay of Procurement

A. If the award has already been communicated at the time the appeal is received, GCWDB will notify the successful bidder of the fact that an appeal has been made. Specific details of the appeal will not be provided to any bidders and will only be discussed with the appealing party and those involved in the appeal process.

B. If GCWDB receives the protest before selection, and it determines that substantial issues are raised by the protest, GCWDB will notify all bidders who appear to have a reasonable prospect of selection that an appeal has been made and that activity related to the RFP will be suspended until a determination is reached. Again, specific details of the appeal will not be provided to other bidders.

C. In all cases, GCWDB will not proceed with the RFP or associated activities unless the Chair (or their designee), in consultation where appropriate, makes a written determination that the appeal is without merit or that the award of the contract without delay is necessary due to critical business or regulatory requirements.

VI. Response and Reply

A. Within fifteen (15) days of receipt of the protest, the GCWDB Executive Director will submit a written response to the appeal to the GCWDB Chair and the appealing party.

B. The appealing party may then file a written reply within ten (10) days of the date of GCWDB's response.

VII. Review Process

A. The GCWDB Chair, with consultation as necessary, shall review the original appeal, the GCWDB response, and any reply that has been submitted.

B. The GCWDB Chair, with consultation as necessary, will evaluate the merits of the appeal based on the written submission and supporting documentation.

C. Additional documents or information may be requested, including a meeting of the involved parties, if necessary to reach a determination.

VIII. Determination

The GCWDB Chair will promptly, but no later than 45 days from the filing of the appeal, issue a written determination. The determination will attempt to respond directly to the specific elements of the appeal and state the reason or rationale behind the decision.

IX. Communication to Interested Parties

If the determination of the GCWDB Chair is to deny the appeal, other bidders or, if the contract had already been awarded, the successful bidder will be advised that activity related to the RFP will resume immediately at the point that it was suspended.

If the determination of the GCWDB Chair is that the appeal has sufficient merit, the implications of that determination will be communicated to all parties. This can include, but will not be limited to, changing, or reissuing the RFP, changing, or repeating various steps of the selection process, or changing the award of the contract.