

REQUEST FOR PROPOSALS

Forensic Financial Audit



Green Country Workforce Development Board

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Program Year 2020-2021

July 1, 2020 – June 30, 2022

Green Country Workforce

717 S.32nd Street

Muskogee, OK 74401



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Workforce Development

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

Northeast Workforce Development Board
Kim Chapman, EO Officer
3813 N. Santa Fe Suite 135
Oklahoma City, OK 73118
Phone: 405-622-2026 or Cell: 405-249-6395
Email: kimchapman@cowib.org

or,

State Equal Opportunity Officer
Oklahoma Office of Workforce Development
Karla Jackson
900 N Stiles Avenue
Oklahoma City, OK 73104
Office: 405.208.9620
Email: karlajackson@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.

EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT: All Recipients, and Sub recipients/Sub grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

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Part I. General Information

The Green Country Workforce Development Board, GCWDB serves as the grant recipient and administrative entity of programs under the federal Workforce Innovation and Opportunity Act of 2014 (WIOA). The mission of GCWDB is to facilitate and be the catalyst for training and educational services that are responsive to the workforce needs of the businesses located in our eleven-county area. These counties include Adair, Cherokee, Creek, McIntosh, Muskogee, Okmulgee, Osage, Pawnee, Sequoyah, Tulsa and Wagoner Counties. GCWDB and the Southern Workforce Board served as the fiscal agent for the Green Country Area. The Central Oklahoma Workforce Investment Board COWIB is the current fiscal agent for GCWDB is responsible for conducting the RFP for a forensic financial audit of GCWDB for PY20 and PY 21.

COWIB is requesting proposals from qualified firms to provide a forensic audit for the 2020 and 21 Program Year. The audit will be both a financial and compliance audit. To qualify, the offerors must be a public accounting firm whose principal officers are licensed independent Certified Public Accountants. The period to be audited is two (2) years. All funds spent against listed contracts during the time period shall be audited which will include subcontracts of the Board. In Program Year 2020 and Program Year 2021, Green Country Workforce Development Board had **\$12,678,051.87 in WIOA grant funds available to them.** Contracts do not necessarily begin and/or end during the forensic audit period. The forensic audit is to be performed in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al. Work on the forensic audit must be started on or by December 1, 2023.

All bids must contain the following information in order to be properly evaluated:

- Information as to the bidder's background and experience in auditing programs financed by the Federal Government, specifically the Workforce Innovation and Opportunity Act (WIOA) or any other programs funded by the U.S. Department of Labor and/or branches of the Federal Government.
- Information relevant to the size and organizational structure of the bidder's firm.
- Qualifications of the personnel, who are to be utilized in the performance of this contract, reflecting at a minimum their positions in the firm, total years in the firm and type of experience.
- A statement of the bidder indicating an understanding of the work to be performed.
- Description of on-site audit team assignments including:
 - a. Who will supervise audit team(s).

b. What percentage of time is planned for supervision.

- List of References
- Firm's approach to performing a forensic financial audit
- Copy of the firm's most recent quality/peer review report, including any accompanying letter of finding
- Cost including estimated number of hours per staff member, and
- Rate per hour for each auditor
- Scope of the forensic financial audit must include:
 - What is the amount that has been drawn against each grant (This may involve files from multiple fiscal agents but may narrow the scope of the audit, i.e. \$8 million versus \$12+ million). See table below.
 - If funds weren't fully drawn from each contract, what is the unspent balance and where/what is the status of any remaining funds (recaptured by the State, still available for expenditure, etc.).
 - Is there documentation to support each draw and can the reimbursements be traced to the fund/department that incurred the expenditure.
 - Is each draw reconciled to its bank statements (all statements must be reconciled).
 - After all funds are accounted for, a sample will be selected to trace expenditures through the accounting systems, observing the purchase order, invoice, cancelled check for appropriate approval and the account and fund coding for the general ledger and trace the expenditure into the bank statement where the expenditure cleared the bank, minimum sample size of 50 transactions per grant.
 - Are expenditures allowable, necessary, reasonable, allocable (2 CFR §200.403-200.405) and (2 CFR §200.302).

The following funds available to the GC WDB, since its certification, are questioned:

ODOC Contract #	OKgrants #	Program	Allocation
18454	184-GC	PY19 Youth	\$753,723.77
17780	054-TW	PY19 Youth	\$508,031.03
17793	057-TW	FY20 Adult	\$477,758.64
Awarded not processed by Subrecipient*	Not Assigned in OKgrants*	FY20 Adult	\$317,927.80
18457	187-GC	FY20 DW	\$156,205.75
17819	104-TW	PY20 Youth	\$796,072.09
18131	140-SW	PY20 Youth	\$1,195,773.28
18452	182-GC	PY20 Youth	\$300,000.00
17886	103-TW	PY20 Adult	136,505.81
18456	186-GC	PY20 Adult	\$186,789.30
17879	105-TW	PY20 DW	\$117,625.15
18455	185-GC	PY20 DW	\$119,229.40
18132	138-SW	FY21 Adult	\$1,530,964.40
18133	139-SW	FY21 DW	\$1,241,182.80
18453	183-GC	FY21 DW	\$400,000.00
18428	167-GC	PY21 Youth	\$2,021,911.37
18429	168-GC	PY21 Adult	\$277,601.75
18430	169-GC	PY21 DW	\$211,477.59
Awarded not processed by Subrecipient*	Not Assigned in OKgrants*	FY22 Adult	\$1,485,483.14
Awarded not processed by Subrecipient*	Not Assigned in OK grants*	FY22 DW	\$951,819.83
TOTAL			\$12,678,051.87

*Funds were allocated by ODOC to the subrecipient (NOA provided). The subrecipient has not accessed the funds in OKgrants to complete the assignment.

Those bidders who have met each of the criteria in the above section will be evaluated on the following criteria:

Factors	Point Range
Prior Experience auditing accounting systems:	0-5
Auditing U. S. Department of Labor WIOA Programs	0-15
Auditing programs funded by the federal government	0-10
Auditing similar entities.	0-5
Organization's staff to be assigned to audit. This will be determined from the resumes' submitted. Education, position in the firm, continuing education courses taken during the past three(3) years, years and type of experience will be considered	0-10
Audit team make-up	0-10
Overall supervision to be exercised	0-5
Audit plan, objectives and understanding of work to be completed as well as realistic time estimates for each major segment of the work plan and the estimated number of hours for each staff level.	0-10
Price of audit for the fiscal year	0-30
Maximum Points Possible	100

Each bid will be independently evaluated on each of the factors above by a Committee appointed by the Central Oklahoma Workforce Investment Board, GCWDB current fiscal agent. Initial selection will be made from among the highest scoring proposals. A personal interview may also be required prior to awarding the contract.

Central Oklahoma Workforce Innovation Board, Inc. reserves the right to reject any and all bids.

One (1) original, along with four (4) printed copies and one electronic version of each bid must be received in the Central Oklahoma Workforce Innovation Board Office, 3813 N. Santa Fe, Suite 135, Oklahoma City, Oklahoma no later than 12 Noon CDST, Tuesday, October 19, 2023.

Bids must be addressed as follows:

Ashley Sellers, Chief Executive Officer
Central Oklahoma Workforce Innovation Board, Inc.
Response to Request for Bids: Forensic Financial Audit – PY21
3813 N. Santa Fe
Suite 135
Oklahoma City, Oklahoma 73118

Bids received after 12 Noon Tuesday, October 19, 2023 be returned, unopened to the bidder, and will not be considered by Central Oklahoma Workforce Innovation Board, Inc.

Bid award will be sent from Central Oklahoma Workforce Innovation Board, Inc. on or before November 9, 2023. Contract will be effective on December 1, 2023.

Any questions concerning this solicitation should be submitted, in written format, addressed to Ashley Sellers at the above address or email: ashleysellers@cowib.org. Questions will be accepted until October 2, 2023. Answers will be posted on the web site; www.cowib.org.

This letter is not to be construed as a contract or commitment to contract.

The funding period for contracts awarded under this RFP will be from July 1, 2020 through June 30, 2022 provided service remains acceptable during that period. Monitoring and Auditing activities are to be performed in accordance with the Generally Accepted Auditing Standards, Government Auditing Standards and the guidelines set by the U. S. Department of Labor and the Office of Management Budget.

All organizations, including minority or female-owned businesses and community-based entities are encouraged to apply. No individual shall 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 services provided under the RFP because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

Reference information for WIOA is available on the internet at <http://www.doleta.gov/reports/program> and at www.greencountryworks.org.

A. Conditions Applicable to All Proposal

The following conditions are applicable to all proposals:

- COWIB on behalf of GCWDB reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to COWIB at the time and under the conditions stipulated in the specifications of this request.
- Non-conforming proposal will be considered non-responsive and are subject to return without review; however COWIB reserves the right to waive informalities and minor irregularities in proposals received.
- COWIB on the behalf of GCWDB reserves the right to request additional information for clarification from proposers or to allow corrections or errors or omissions.
- All proposals are subject to negotiation by COWIB.
- COWIB on the behalf of GCWDB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between COWIB and the firm selected.

Funding award decisions will be made on or about November 8, 2023. Successful bidder will be able to commence services on or about December 1, 2023 or when a mutually acceptable time can be arranged between the Board and the successful bidder.

PART II. PROCUREMENT TIMETABLE

<u>Date</u>	<u>Procurement Action</u>
9-12-2023	COWIB releases RFP and publishes required public notices
9-26-2023	Last date for potential bidders to submit questions
10-2-2023	Answers to Bidders' questions posted on COWIB website
10-19-2023	Proposals due to COWIB no later than 12 noon CDST
10-20-2023	COWIB staff distributes proposals to evaluation committee.
10-20-2023 through 10-27-2023	Evaluation committee meets to develop contract recommendations to COWIB. Evaluations will rely on written proposals, which will be incorporated into the contracts. Bidders will not be allowed to make oral presentations, but should be available to answer questions from the committee.
11-8-2023	Bidders notified of committee recommendations
12-1-2023	Contract negotiations competed and start of contract period.

Part III. Proposal Preparation Instructions

One (1) signed original, (4) copies of the original proposal and one electronic version must be submitted. The original and copies **MUST** be submitted in a sealed envelope with the **proposer's name** and the words Proposal for **Annual Financial Audit** written on the exterior of the envelope. Use only white letter sized paper in preparing your proposal.

Forms/Outline to Be Used By Proposers

This page is only for instructions and should not be included as a part of the completed proposal.

When completed, your proposal must be in the following sequence:

The cover page

The narrative sections; Make certain you are responsive to the questions contained in the scope of work.

Budget Page/Proposed Fee Schedule

The Certifications and Signature section

All pages must be numbered. The cover page must be page #1. Please check the formatting of the pages containing charts. Each of those pages should fit on a single page.

Your completed proposal must be submitted to the location and within the time limits as shown in the RFP package

Cover Page

Proposal For: Forensic Financial Audit

To: Central Oklahoma Workforce Innovation Board, Inc.

Proposer Information

Legal Name:

Address:

Date This Proposal Was Prepared:

Proposers Federal Tax Identification Number:

(Or SSN if Individual)

Cost: Presented as Required in Scope of Service:

A. Proposers Contact Information and Description of Organization. The proposer should name a responsible person as the contact person. This individual should be familiar with the capabilities of the proposing organization, knowledge in contracting including financial budgets, and should have the authority to negotiate contractual issues on behalf of the proposer.

1. Include the full name, title, address, telephone numbers, fax numbers, e-mail addresses, etc.
2. Include a description of the entity type and the principal functions which are performed by the proposer entity.
3. Include data on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.

Page Limit 2

B. Prepare a narrative outlining how you will provide the services required in the RFP. Make certain you are responsive to the questions asked in the scope of work.

Page Limit 3

C. Qualifications of Staff.

1. Describe the qualifications for staffing that will be providing the required services.
2. If staff has already been selected for this project, provide names and prior experience of each staff.

Page Limit 1

D. Previous Experience.

1. Describe your previous/current experience in delivering similar programs or services.

Page Limit 1

E. Budgets. Present a budget by cost on in the prescribed format according to the scope of work in the various levels of service.

Page Limit 1

F. Certifications and Signature

Certificate Regarding Drug Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305, Section 98.20 and Subpart F, as amended in Volume 60 of the Federal Register on June 26, 1995 at 20 CFR Section 98.600.

The Proposer certifies that it will continue to provide a drug-free workplace and that it is and will continue to be in compliance with the Drug-Free Workplace Act.

Certificate Regarding Conflict Of Interest

The Central Oklahoma Workforce Innovation Board and Green Country Workforce Development Board maintains a written code of conduct that governs the performance of its members, the Youth Council, employees, and agents engaged in the award and administration of contracts.

The proposer certifies that it is either not aware of any potential conflicts of interest between itself and the Central Oklahoma Workforce Innovation Board or Green Country Workforce Development Board or that if there is a potential conflict of interest between itself and the Central Oklahoma Workforce Innovation Board or Green Country Workforce Development Board, the proposer shall declare this potential conflict of interest below:

Certificate Regarding Debarment

The proposer certifies that it and its principles: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this paragraph; and (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Certificate Regarding Lobbying

The proposer certifies that no funds have been paid or will be paid by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The proposer certifies that it is aware that a Certificate Regarding Lobbying, Certification for Contracts, Grant, Loans, and Cooperative Agreements will be included in the contract that will be awarded through this proposal.

Certificate Regarding Compliance with Federal Laws

In accordance with 29 C.F.R. 38.25, the proposer certifies that it is an Equal Opportunity Employer and is in compliance with Section 188 of the Workforce Innovation and Opportunity Act, the Americans With Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures.

Certification of Indemnification

The proposer certifies that it is aware that an indemnification clause will be included in the contract that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contractor) shall indemnify and hold harmless the Central Oklahoma Workforce Innovation Board, the Central Oklahoma Workforce Innovation Board officers, agents, and employees and the Central Oklahoma WIOA

A Local Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contractor) or any of its employees, agents, volunteers, subcontractors, or representatives.

Certificate Regarding Cost

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted.

Part IV: The Contract That May Result From This RFP

The following are examples of the contract provisions that will be included in the contract that will be developed as a result of this RFP. The exact text of the contract provision may differ slightly from the example shown. Contracts with non-profits or governmental agencies will be cost reimbursable, while contracts with for profit entities will be fixed priced.

- Liability Coverage
It is hereby acknowledged and understood that the Contractor is acting as an independent contractor in the performance of these duties. The Contractor assumes all risks associated with participation in and performance of this contract agreement. It is further acknowledged and understood that any injuries or property damage caused by or suffered by the Contractor are not covered by any liability or workers compensation coverage through the BOARD.
- Early Termination of Contract Agreement

Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the contract, the BOARD shall thereupon have the right to terminate this contract, by giving written notice to the Contractor of such termination and specify the effective date thereof, at

least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the BOARD become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Should any representative, employee or agent of the Contractor cause a financial obligation on behalf of the BOARD without proper authorization, or represent themselves as an authorized agent of the BOARD, then the Contractor will be liable for the cost incurred and the contract shall be terminated for cause.

This contract agreement may be amended or terminated if performance does not meet BOARD standards.

For Convenience

The BOARD may, at its convenience, terminate this contract for any reason by providing the Contractor with written notice of its intent to terminate. In terminating the contract for convenience, the BOARD must provide reasonable notice to the Contractor specifying the extent to which performance of services under this contract is terminated and date upon which such termination becomes effective. In no instance shall a termination for convenience be in effect in less than thirty (30) days after receipt of written notice thereof. The Contractor agrees that the BOARD will not be liable for breach of contract if the BOARD exercises its right to termination for convenience.

For Lack of Funds

Funding for this contract is provided to the BOARD through contracts with the Oklahoma Employment Security Commission and the U.S. Department of Labor (DOL). The BOARD may terminate this contract if funding from the Oklahoma Employment Security Commission and/or the U.S. Department of Labor (DOL) is not received or if the amount received is reduced. The Contractor agrees that the BOARD will not be liable for breach of contract if the BOARD exercises its right to termination due to lack of funding.

- Contract Agreement Modifications

Any revisions, additions, or deletions to the terms of this contract which are required by changes in Federal law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by law or regulation.

It is understood and agreed by the parties hereto that performances under the contract must be rendered in accordance with the WIOA, the WIOA Final Rule (20 CFR Part 683) promulgated under the Act, and the assurances and certifications made to the U. S. Department of Labor by the State of Oklahoma with regard to the operation of the BOARD. Based on this consideration, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: the BOARD, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements

under this contract. Such policy directives shall be promulgated by the State of Oklahoma, the BOARD, or their designee in the form of WIOA issuances or the BOARD Policy and Procedure Statements, shall have the effect of qualifying the terms of this contract, and shall be binding upon Contractor as if written herein, provided however, that such policy directives shall not alter the terms of this agreement so as to relieve the BOARD of any obligations specified in this agreement.

Contract extensions may be considered, depending on satisfactory performance of contract conditions, and at the discretion of the BOARD. If an extension of this contract is offered, the BOARD will use the relationship between outcomes and expenditures in the existing contract and the availability of funds for a specified time frame. The BOARD may vary the program and/or contract period as necessary and shall ensure compliance with WIOA policies in doing so. Contracts may be amended or terminated if performance does not meet BOARD standards.

Any change in this contract or its attachments with the exception of those required by Federal or State Law shall be submitted for written approval by the BOARD or Contractor before becoming effective. Either party may request that the contract terms be re-negotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside the control of either party.

- Compliance with Law/Order or Precedence

In rendering the performance hereunder, Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128; 20 CFR Part 652 et al, U.S. Department of Labor; Workforce Innovation and Opportunity Act; Final Rules.

All contracts funded through the BOARD are subject to the following requirements: the Workforce Innovation and Opportunity Act of 2014; the federal regulations issued by the U.S. Department of Labor; and the final regulations issued by the U.S. Department of Labor at 20 CFR Part 652; Workforce Innovation and Opportunity Act; Final Rules, federal laws and regulations concerning nondiscrimination and equal opportunity; federal labor laws and standards; the Governor, the Oklahoma Office of Workforce Development OWDI's or guidance, Oklahoma Employment Security Commission guidance; and plans and policies of the Green Country Workforce Development Board Workforce; and the respective Local Workforce Development Councils relative to this contract. In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

- Indemnification

The Contractor shall assume liability for its actions and the actions of agents and subcontractors under this contract. The Contractor shall hold harmless, defend and indemnify the BOARD and its agents and employees from any and all claims for damages, including costs and attorney fees resulting in whole or in part from the Contractor's or its agents' activities under this contract.

- Audit Rights

All contract payments are subject to audit. The BOARD, the State of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives may perform audits after reasonable advance notice to the Contractor at any time during the contract period or within three (3) years from the date of final payment of this contract. At any time during normal business hours and as often as the BOARD or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this contract. The BOARD, the State of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives shall have authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this contract.

If the Contractor violates or permits violation of contract terms or conditions, the Contractor shall repay to the BOARD the amount of funds directly related to that violation.

The BOARD requires all contracts to have an annual audit. These audits shall be performed in accordance with OMB Uniform Administrative Requirements.

The Uniform Administrative Requirements provide uniform audit requirements that apply to all non-federal entities that receive federal financial assistance and federal awards. For purposes of audit, a non-federal entity is defined as any state, local government or non-profit organization administering or passing through federal financial assistance funds. The costs of audits performed in order to comply with the Uniform Administrative Requirements are allowable costs provided the \$500,000 annual federal expenditure criteria is met.

The BOARD requires a commercial Contractor (private for profit) that receives \$100,000 or more a year in federal or state funds to have either a program specific audit, or an organization-wide audit that includes the publicly funded program within its scope. The costs of the audit performed in order to comply with either a program specific audit, or organizational-wide audit are allowable costs.

- Record Retention

Contractor shall maintain all records pertinent to this contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the BOARD and its agents for a period of three (3) years after the date of final closeout of this contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved if this requires a retention period longer than 3 years.

If the Contractor is unable to retain the necessary BOARD participant and financial records for the required period, the Contractor shall transfer such records to the BOARD. Such records shall be

transmitted to the BOARD for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

- Access To Records

After reasonable notice, at any time during normal business hours and as often as the BOARD may deem necessary, the Contractor shall make available for examination all its records relating to all matters covered by this contract.

Contractor shall give the United States Department of Labor, the Comptroller General of the U. S., the General Accounting Office, the Auditor of the State of Oklahoma, the Oklahoma Office of Workforce Development, Central Oklahoma Workforce Innovation Board and the Green Country Workforce Development Board, or any of their duly authorized representatives, access to and the right to audit, examine, copy, or mechanically reproduce all reports, books, papers, documents, and other records pertaining to this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and shall permit and cooperate with any audit or review conducted pursuant to this section of this contract.

Upon written request, the Contractor shall furnish to any of the above parties copies of any project documents that are necessary in reviewing plans and procedures and Contractor's capability to carry out programs and activities. Such documents may include, but are not limited to: trainee records, job referral logs, and activity service records, records of complaints, claims for travel expenditures, financial agreements, or forms used to document trainee progress, such as counseling records or evaluation devices.

Contractor may elect to turn over to the BOARD all records pertaining to this contract as mentioned above. The BOARD, if receiving all these records, will be responsible for maintaining them for audit or other purposes.

- Assignment of Contract or Interest

Contractor shall not assign in whole or any part any contractual duties under this agreement without the written prior approval of the BOARD. In no case shall such consent relieve the Contractor from the obligation under, or change the terms of, the contract unless otherwise provided for.

The Contractor shall not transfer or assign any contract funds or claims due or to become due, without the written approval of the BOARD having first been obtained.

- Dispute Resolution

The Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The Contractor shall continue performance of the contract activities during such dispute and shall immediately submit written request for informal review and consultation to the BOARD. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the BOARD, through its committee, shall review the disputed

matter and after consultation with the BOARD Executive Director, and the Contractor, shall resolve same in accordance with standards as set forth in WIOA, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing to the BOARD or State decisions pursuant to WIOA regulations.

All parties agree that any legal action brought in relation to this contractual agreement shall be brought in the District Court for Muskogee County of the State of Oklahoma, or for Federal actions, in the Central Oklahoma District of the U. S. Courts in Muskogee, Oklahoma.

- De obligation/Reobligation/Extensions

Either party may terminate this contract without cause after giving the other party sixty (60) days advance written notice of their intent to terminate this agreement. However, no termination is allowable without cause within the 30-day period immediately prior to the beginning date of the contract.

This agreement may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of this contract. Performance does not mean only actual delivery of the product or service specified in the contract. It is meant to include the delivery of the product or service in a manner, which would be appropriate for good quality. In this event, the aggrieved party shall deliver three (3) working days advance written notice to the other party specifying the performance failure and the intent to terminate. The Contractor will have five (5) days from the receipt of such notice to correct the condition to the BOARD's satisfaction. If the condition is not corrected within the ten (10) day period, the Contractor will be determined to be in breach of contract.

The BOARD may unilaterally terminate or negotiate modification of this agreement at any time if its Federal or State grants are suspended, reduced, or terminated before or during the contract period, or if Federal or State Grant terms and regulations change significantly.

Contract extensions may be considered, depending on satisfactory performance of contract conditions. If an extension of this contract is offered, the BOARD will use the relationship between outcomes and expenditures in the existing contract and the availability of funds for a specified time frame. The BOARD may vary the program and/or contract period as necessary and shall ensure compliance with WIOA policies in doing so.

In the event of early termination initiated by either party for whatever reason, the Contractor is entitled to payment earned through the date of contract termination. Only reimbursement for costs incurred under this contract from the contract beginning date through the date of contract termination will be eligible for payment under this contract.

- Subcontracting

Contractor shall not subcontract in whole or any part any contractual duties under this agreement without the written prior approval of the BOARD.

The Contractor remains responsible for assuring compliance by such subcontractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.

- Corrective Action

The management, administration, and implementation of all terms and conditions of the contract shall be performed in a manner satisfactory to the BOARD.

The BOARD reserves the right for the BOARD or its designee to conduct monitoring and evaluation of the performance provided under this agreement. The BOARD will notify Contractor in writing of any deficiencies noted during such review, and may withhold or disallow payments as appropriate based upon such deficiencies. The BOARD will provide technical assistance to Contractor in correcting the deficiencies noted. The BOARD shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the BOARD may terminate this contract.

- Legal Authority

Contractor assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Contractor legal authority to enter into this contract, receive the payments authorized under this contract, and to perform the work Contractor has obligated itself to perform under this contract.

- Independent Contractor

It is expressly understood and agreed by both parties that the BOARD is subcontracting with Contractor as an independent Contractor and that Contractor agrees to indemnify the BOARD against all disallowed costs or other claims which may be established by Contractor or any third party occurring in connection with the services to be provided by Contractor under this contract.

- Other Terms

Nothing in this agreement shall be construed to limit either party's legal remedies, including, but not limited to the right to sue for damages or specific performance should either party materially violate any of the terms of the contract. Failure to act on any default shall not constitute waiver of rights on such default or any subsequent default.

If applicable, the Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). These sections deal with methods of paying wages, overtime provisions, and safe working environments for mechanics or laborers.

If this contract is in excess of \$ 2,000.00 and is for construction or repair, the Contractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations 29 CFR, Part 3). This Act provides that the Contractor 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 he is otherwise entitled. The BOARD and

Contractor are required to report all suspected or reported violations to the U. S. Department of Labor.

If this contract is in excess of \$ 2,000.00 and is for construction, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act the Contractor is 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, the Contractor is required to pay wages not less than once a week. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The BOARD and Contractor are required to report all suspected or reported violations to the U. S. Department of Labor.

If this contract is in excess of \$ 100,000.00, the Contractor shall insure compliance with all applicable standards, orders, or regulations issued pursuant to the Clear Air Act of 1970 (U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. The BOARD and Contractor are to report violations to the U. S. Department of Labor and the Regional Office of the Environmental Protection Agency.

- Copyrights and Rights to Data
The Contractor agrees that the BOARD, the State of Oklahoma, and the U. S. Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement.
- Pre-Agreement Cost Clause
Allowable expenditures of BOARD funds between the effective date of this contract and the actual signature date of the contract will be allowed as long as the actual signature date is within 30 days of the effective date of the contract.
- Price Adjustment
If this contract was negotiated in reliance upon cost data supplied by the Contractor, the BOARD stipulates that it can adjust the price to exclude any significant sum by which the price was increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.
- Patent Rights
If products are produced under this contract to which a patent is granted, the patent rights shall belong to the BOARD, the State of Oklahoma, or the U. S. Department of Labor. This provision shall not apply to products produced by the Contractor other than this contract and which are used in the performance of the work required by this contract.
- Sole Proprietary Rights
The BOARD has sole proprietary rights created by this contract.

Part V: Selection Process

Proposal Evaluation Criteria

Proposals received subsequent to the deadline will not be reviewed and considered. The signature page must be complete, signed, and notarized or the proposal will not be considered.

The total maximum points that can be awarded are 100.

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item.

Factors	Point Range
Prior Experience auditing accounting systems:	0-5
Auditing U.S. Department of Labor WIOA Programs	0-15
Auditing programs financed by the federal govt.	0-10
Auditing similar entities.	0-10
Organizational size and structure of bidder's firm	0-5
Organizations of staff to be assigned to audit. This will be determined from the resumes' submitted. Education, position in the firm, continuing education courses taken during the past three(3) years, years and type of experience will be considered	
Audit team make-up	0-10
Overall supervision to be exercised	0-5
Audit plan, objectives and understand of work to be completed as well as realistic time estimates for each major segment of the work plan and the estimated number of hours for each staff level.	0-10
Price of audit for the fiscal year	0-30
Maximum Points Possible	100

Central Oklahoma Workforce Innovation Board, Inc.

Program Year 2023

Application Form

On behalf of: _____

Company/Organization

Proposed Service

I am submitting the attached proposal for the completion and delivery of an audit for Program Year 2021 services funded under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 and its accompanying regulations and accompanying tax filing of form 990. I certify that I am authorized by the bidder to bind them to this proposal.

I certify that the contents of the application are truthful and accurate and the above named bidder agrees to comply with the policies stated in this application; and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named bidder is in agreement that the Central Oklahoma Workforce Investment Board reserves the right to accept or reject any proposal for funding; and that the above-named bidder has not been debarred or suspended from receiving federal grants, contracts, or assistance and that the above-named bidder waives any right to claims against the Board of Chief Elected Officials (BCEO), members and staff of the Central Oklahoma Workforce Investment Board, Inc.

I understand that the Central Oklahoma Workforce Investment Board or the BCEO has no obligation to fund this proposal and that no obligation will exist until a contract has been negotiated and entered. Upon issuance of a contract, I certify I will carry out the goals of the program according to the terms and conditions set forth in the contract and modifications thereto, including the Project Design and the Budget. I further certify that agency officials listed below are authorized to negotiate a binding contract for the bidder and will be available during proposal evaluation.

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone _____ email _____

Signature _____

CERTIFICATION REGARDING LOBBYING

For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee or Contractor	<u>WIOA Title I</u> Program/Title	
Typed name of Certifying Official	Signature	Date

CERTIFICATION REGARDING DRUG-FREE

WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305.320 and Subpart F.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The grantee's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

Notifying all employees that, as a condition of employment under the grant, the employee will:

Abide by the terms of the statement; and

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.

Notifying the agency within ten days after receiving notice under paragraph D.2. with respect to any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. The Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

Taking one of the following actions, within 30 days of receiving notice under paragraph D.2., with respect to any employee who is so convicted. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirement of the Rehabilitation Act of 1973, as amended; or Requiring such employee to participate satisfactorily 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;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

Signature _____

Date _____

Typed Name of Signatory and Title _____

Certificate Regarding Conflict of Interest

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Contractor further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 117 (g)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit no accept gratuities, favors or anything of monetary value from contractors, or parties to sub agreements. [29 CFR 95.42]

Signature

Date

Typed Name and Title of Authorized Representative

Certification of Bidder

_____, of lawful age, being first duly sworn, on oath says: **1.** (S)he is the duly authorized agent of _____ the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offers and between offerors and state officials and employees, federal officials and employees, Central Oklahoma Workforce Investment Board members and employees, local elected officials and employees, as well as facts pertaining to the giving or offering of things of value to any of the afore mentioned parties in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; **2.** (S) He is fully aware of the facts and circumstance surrounding the making of the offer to which this statement is attached and has been personally directly involved in the proceedings leading to the submission of such bid; and **3.** Neither the offeror nor anyone subject to the offeror's direction or control has been a party: **a)** to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, **b)** to any collusion with any state official or employee, federal official or employee, Central Oklahoma Workforce Investment Board member or employee, local elected official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor **c)** in any discussions between offerors and any state official, federal official, Board member, local elected official concerning exchange of money or other thing(s) of value for special consideration in the letting of the contract.

Signature

Date

Typed Name and Title of Authorized Representative

Certificate Regarding RFP Content

The proposer certifies that it has read all of the information presented in the RFP. The proposer certifies that it understands that the contract that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract will have other legal provisions that are standard and customary contract provisions, but which are not specifically shown in this RFP.

The proposer (proposer's representative) being duly sworn upon oath, deposes and says:

- That I executed the accompanying proposal on behalf of the Proposer, and that I had the lawful authority to do so.
- That the prices in this proposal have been arrived at independently.
- That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other actual potential proposer or proposers having for its objective the controlling of the amounts of proposals, or the limiting of the number of proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the COWIB or any officer or employee of the COWIB any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- That, unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by Proposer until after proposals are opened.
- I understand that this proposal represents a legal offer to provide the services herein described, at the prices stated herein. This proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting this proposal, the proposer agrees to each of the certifications contained in this proposal.

Signature of Proposers Representative

Typed Name and Title