

**Workforce Alliance of South Central Kansas**  
**for the**  
**Local Workforce Development Boards (LWDB) and the**  
**Chief Elected Officials Board in Kansas Local Area IV**

**REQUEST FOR PROPOSALS**

**Workforce Innovation and Opportunity Act Monitoring Services**

**Available- November 1, 2019**

**Closes- December 13, 2019 12:00 p.m. Central Time**

For Information Contact:

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Procurement/Chief Operating Officer  
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***READ THIS REQUEST CAREFULLY***

***Failure to abide by all of the conditions and requirements of this RFP may result in the rejection of a bid.***

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## Introduction

### 1.1. Purpose

The Workforce Alliance of South Central Kansas (WA) is seeking proposals from qualified individuals and organizations to provide monitoring services for the Workforce Innovation and Opportunity Act operations for the Local Workforce Development Board (LWDB) and Chief Elected Officials Board (CEOB). One of the duties of the LWDB and the WA is to conduct monitoring reviews of the WIOA participant operations, but the WA has chosen to operate the WIOA programs, which creates a potential conflict of interest. To alleviate this conflict and maintain proper firewalls, the LWDB and CEOB has decided to procure for independent monitoring services. The monitor will provide reports to the LWDB and CEOB on compliance regarding WIOA rules and regulations specifically for the delivery of job seeker/participant services. Monitoring reports are to be submitted twice a year; anticipated delivery would be in May and December of each year.

### 1.2. WIOA Monitoring

The United States Department of Labor (USDOL) has released monitoring guides for the WIOA; those guides are to evaluate the states and local areas on program compliance and are on a broader scope than what is requested in this RFP. This RFP is for monitoring of client services under WIOA. The USDOL has published a comprehensive monitoring guide (CMG). WA has included the Core Monitoring Guide in the RFP section of our website at [workforce-ks.com/rfps](http://workforce-ks.com/rfps). The WA is seeking an independent provider to conduct a review that covers Objective 1.E of the CMG.

Currently the WA has an internal monitor that conducts internal reviews of operations including participant services; those reviews are shared with staff and the CEOB and LWDB. This independent monitor may review the internal monitor reviews to certify them as accurate.

The State of Kansas also conducts periodic reviews of the WIOA operations and issues reports to the LWDB and CEOB. The WA also contracts with an independent audit firm to conduct annual A-133 Audits. The A-133 Audit is shared with the LWDB and CEOB annually.

## 2. Proposal Instructions

### 2.1. Request for Application

The WA is soliciting proposals from qualified entities to provide monitoring services. The purpose of this Request for Proposal (RFP) is to solicit proposals and provide the general guidelines and procedures for submitting such a proposal. The RFP Package can be obtained by visiting:

[www.workforce-ks.com/rfps](http://www.workforce-ks.com/rfps) or calling 316-771-6600

### 2.2. Submission of Proposals

1. Proposals must be sent via an email attachment (no larger than 10 MB), or an email with a link to be downloaded via the internet, or mailed on a flash drive. The documents must be in PDF (preferred) or Microsoft Office Format. The email or mailed flash drive must be received by the individual(s) named below, no later than 3:00 p.m. CDT, Friday, December 13th, 2019. Proposals received after the stated time will not be considered.

Email to both:

[admin@workforce-ks.com](mailto:admin@workforce-ks.com)  
and [chad@workforce-ks.com](mailto:chad@workforce-ks.com)

or mailed to:

Workforce Alliance of South Central Kansas  
ATTN: Monitoring RFP  
300 W Douglas  
Suite 850  
Wichita, KS 67202

### 2.3. Key Dates

November 1, 2019	RFP Available for Distribution
November 13, 2019 5:00 p.m.	Pre-Proposal Questions Due
November 18, 2019 10:00 a.m.	Pre-Proposal Conference
December 13, 2019 12:00 p.m.	Deadline for Proposals to be Received

### 2.4. Pre-proposal Conference

A pre-proposal conference will be held at 10:00 AM Central Standard Time on November 15, 2019 at the Administrative Offices of the WA at 300 W Douglas, Suite 850. Interested proposers are encouraged to RSVP to Chad Pettera via voicemail at 316-771-6602 or via email to [chad@workforce-ks.com](mailto:chad@workforce-ks.com) by November 13, 2019.

Attendance is not required at the pre-proposal conference, but is encouraged.

**ALL QUESTIONS REQUESTING CLARIFICATION OF THE REQUEST TO BE ADDRESSED AT THE PRE-PROPOSAL CONFERENCE MUST BE SUBMITTED IN WRITING VIA EMAIL TO ADMIN@WORKFORCE-KS.COM PRIOR TO 5:00 P.M. CENTRAL STANDARD TIME ON NOVEMBER 13, 2019.**

Impromptu questions will be permitted and spontaneous unofficial answers provided; however, proposers should clearly understand that the only official answer or position of the WA would be in writing.

Failure to notify the WA of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of the WA. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing and posted at [www.workforce-ks.com](http://www.workforce-ks.com). Only written communications are binding.

### 2.5. Proposal Components

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's capacity to satisfy the requirements of the RFP package. Emphasis should be on completeness of the proposal and clarity of content. Repetition of the terms and conditions of the RFP package, without additional explanation, will not be considered responsive.

No paperwork or form is provided for the proposal. Instead, proposers are asked to prepare proposals in a format that best conveys the details of the offering.

As a general guideline in preparing the narrative, proposers should be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all proposers shall provide the following identifying information in the narrative portion of their proposals:

- Proposers Identification - Name, address, phone number, and authorized signature of proposer
- Corporate identification - If applicable, proposer's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number, and Dun and Bradstreet Number
- All proposers shall include the following with their bid submissions:
  - Table of Contents with page numbers
  - Signature Sheet (provided as Attachment A)
  - Response
  - Project Cost Proposal
  - Proposers Financial Ability, Experience and Qualifications
    - date established;
    - ownership (public, partnership, subsidiary, etc.);
    - number of personnel, full and part-time, 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 (if applicable)

Beyond these general guidelines, proposers are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection. Any information submitted must be clearly conveyed.

The narrative response, cost proposal, and proposer's financial ability, experience, and qualifications shall not exceed 20 pages. The narrative section should be typed with double line spacing using a font size of 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

### 3. General Provisions

- 3.1. **Inquiries:** All inquiries, written or verbal, shall be directed to the individuals in section 1.1.

Communication is prohibited between the proposers, its employees, representatives, or agents, and any WA employee, representative, or agent, other than as stated above, regarding this Request, except with designated participants in attendance **ONLY DURING:**

- Negotiations
- Contract Signing
- As otherwise specified in this Request

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

- 3.2. **Negotiated Procurement:** Final evaluation and award is made by the WA.

- 3.3. **Appearance Before Committee:** Any, all, or no proposers may be required to appear before a committee or board to explain their understanding and approach to the project and/or respond to questions from the WA concerning the proposal; or, the WA may award to the proposer with the lowest price without conducting negotiations. The WA reserves the right to request information from proposers as needed. If information is requested, the WA is not required to request the information of all proposers.
- 3.4. **Final Offer:** Proposers selected to participate in negotiations may be given an opportunity to submit a best and final offer to the WA. Prior to a specified cut-off time for best and final offers, proposers may submit revisions to their proposals. Meetings before the WA are subject to the Kansas Open Meetings Act.
- 3.5. **Revisions:** No additional revisions shall be made after the specified cut-off time unless requested by the WA.
- 3.6. **Acceptance or Rejection:** The WA 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.
- 3.7. **Agreement:** The successful proposer will be required to enter into a formal contract that is acceptable to the LWDB. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful proposer and the WA. The proposer's response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for this project.
- 3.8. **Contract Formation:** No contract shall be considered to have been entered into by the WA until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful proposer and the LWDB'.
- 3.9. **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the WA. 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 proposer should be labeled as such. The final determination of proprietary information will be the responsibility of the WA; price/cost information is not considered proprietary.
- 3.10. **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.
- 3.11. **Debarment of Contractors:** Any proposer who defaults on delivery as defined in this Request may be barred after reasonable notice to the person involved and reasonable opportunity for that person to be heard.
- 3.12. **Insurance:** The WA or the LWDB shall not be required to purchase any insurance against loss or damage to any personal property nor shall they establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the proposer shall bear the risk of any loss or damage to any personal property.
- 3.13. **Assurances:** Contractor will comply with assurances under the Workforce Innovation 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:
- WIOA Public Law 113-128, July 22, 2014
  - 20 CFR Parts 602-688 et al (Regulations)
  - 20 CFR 200 uniform fiscal and administrative requirements, the audit requirements and the applicable allowable costs/cost principles
  - 20 CFR 97.36(l)
  - other such laws, regulations, policies, procedures and/or guidance as may be promulgated

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

## 4. Proposal Evaluation

- 4.1. **Criteria for Evaluating Proposals:** The WA shall make the award in the best interest of the organizations.
- 4.2. **General:** The proposer should develop a proposal through a process that considers the mission and vision of the organizations. All proposals submitted in response to the RFP will be evaluated by the WA using the following criteria and factors (listed in no particular order of importance):
- 4.3. **Technical Response:** The extent to which the proposer effectively demonstrates an understanding of the needs of the agency as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the proposer's proposal, and the extent to which the proposer may suggest recommendations for improvements.
- 4.4. **Response Format and Completeness:** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.
- 4.5. **Financial Ability:** The proposer demonstrates the financial ability to implement, manage and maintain the proposed offering.
- 4.6. **Experience and Qualifications:** The proposer's general experience and qualifications, and the WA's assessment of the proposer's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.

## 5. Contractor Requirements

To be qualified as a proposer applying for the auditing services, the entity must meet the following requirements:

- Be an established entity in good standing with the Kansas Secretary of State with a proven record of experience providing auditing services or similar types of services;
- Have experience auditing/monitoring Not For Profits or Governmental Service Providers
- Have sufficient staff with experience that would be assigned to this award
- Ability to meet the independent standards of the GAO, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions published by the U.S. General Accounting Office
- Has completed a Peer Review and attached the report, if applicable
- Has Professional Liability Insurance

### 5.1. Contract Period

The contract period for the services will be from January 1, 2020 to December 30, 2023. The contract may be eligible for two one year extensions; any extensions must be agreed upon in writing by all parties.

### 5.2. Contract Statement of Work

- 5.2.1. Conduct monitoring reviews of WIOA Participant Services (Objective 1.E of USDOL CMG). The monitoring reviews should be conducted twice per year with reports issued at agreed upon times, tentatively scheduled for May and December of each year.



- 5.2.2. The reviews should be conducted of a sample that is statistically relevant. The WA typically serves 100 to 200 individuals in WIOA case management services a year, with another X,000 receiving basic career services. This review should focus primarily on the participants receiving case management services, but a review of activities of basic career services should also be conducted.
- 5.2.3. The WA will provide the selected vendor with a list of participants prior to each monitoring period.
- 5.2.4. Vendor will provide any follow up and review of actions taken on previous monitoring reports.
- 5.2.5. Vendor will meet with WA staff before the review, during and after the monitoring process.
- 5.2.6. Vendor may follow up on recommendations and implementations of suggested actions or corrective actions of prior issued monitoring reports.

### **5.3. Record Keeping Requirements**

- 5.3.1. Record Retention-** Vendor is required to maintain all records for a period of three years. If, prior to the expiration of the three year retention period, any litigation of audit is begun or claim instituted involving the grant or agreement covered by the records, the Vendor will retain the records three years after the litigation, audit finding or claim has been resolved. Vendor will provide all work papers upon request to the LWDB.
- 5.3.2. Access to Records-** Vendor will ensure that records and files will be kept secure and protected from any public review or data breach. Participant files contain personal identifiable information that must be kept secure. Access to records will be mostly in electronic format; contractor must respond with how those records will be kept secure. Vendor must sign off and agree to the PII policy approved by the LWDB.

## **6. Required Contractual Provisions**

### **6.1. Acceptance of Proposal Content**

The proposer's proposal, this RFP package, and any addenda will become part of the awarded Contract.

### **6.2. Termination**

The Contract will be subject to termination for non-compliance with WIOA and other applicable laws, non-performance/default, convenience or lack of funding.

### **6.3. Assignment**

The proposer shall not assign this Contract, or any part thereof, without the written consent of the WA. In no case shall such consent relieve the proposer from the obligation under, or change the terms of this Contract. The transfer or assignment of any part of this Contract to include contract funds, either in whole or part, and interest therein, which shall be due or become due the proposer, without the written consent of the LWDB and CEOB, shall not obligate the WA for any associated expenditures.

### **6.4. Subcontracting**

In the event that the proposer elects to subcontract any of the services relative to the Contract, the vendor will notify the WA. The LWDB and CEOB must approve any subcontract prior to vendor providing any services. All subcontractors will be required to meet all laws, regulations and State policies pertaining to the administration of this contract.

### **6.5. Independent Contractor**

The proposer is an independent contractor and not an employee of the WA or LWDB member. Neither the proposer nor any agent or employee of the proposer shall be considered an employee of the WA for any purpose whatsoever.

The proposer agrees that it has, or will secure at its own expense, all personnel required to perform all the services required under this Contract. The proposer agrees that proposer will be responsible for all taxes, social security payments, unemployment compensation and all other obligations of an employer.

## **6.6. Contract Modification**

The WA reserves the right to make changes to the Contract, provided the changes are within the scope of work described in the Vendor Work Plan/Statement of Work. The LWDB or CEOB agrees to make any such change in the Contract only through a written modification, and to provide a copy of the modification to the Contractor. All modifications initiated by the Vendor will be bilateral. The Vendor will provide the LWDB and CEOB a letter clearly stating the reason(s) for the proposed modification and the effect on the Work Plan or Budget.

**6.6.1. Reasons for Modification-** Contract Modification will be necessary if any of the following occurs:

- There is a change in the scope of the project funded under the contract;
- There is a material change in the Work Plan/Statement of Work;
- There is a change in the implementation of governing federal and/or state rules and regulations affecting the Contract.

**6.6.2. Modification Due to Change in Legislation or Regulation-** Any alterations, additions, or deletions to the terms of the Contract which are required due to changes in federal or state laws, regulations or directives are automatically incorporated in the Contract unilaterally without written modifications and will go into effect on the date designated by the law, regulation or directive. In the event the Vendor is unable to comply with any required contract modification, the WA shall be notified by the Vendor within 30 days, at which time the LWDB and CEOB may declare this Contract canceled and proceed under the Contract cancellation provisions. Further, in the event the Vendor is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the Vendor may request modification of the Contract. The Vendor may also be modified upon agreement of all parties to this Contract.

**6.6.3. Disagreement Regarding a Modification-** In the event that either party does not accept a Contract modification request, the party of the disagreement will respond to the other party in writing delineating the issues of the disagreement within fifteen (15) days of receipt of the request to modify the Contract.

## **6.7. Indemnification**

The Vendor agrees to pay all debts for labor and/or materials contracted by it, if any, for and on account of the services to be performed hereunder. The Vendor will assume the defense of, and hold the WA, CEOB, and LWDB and its officers, agents and employees harmless from all suits and claims against any of them arising from any act or omission of the Vendor, or anyone directly employed by them or anyone from whose acts any of them may be liable. The indemnification obligation of the Vendor will not be limited in any way under The Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.

## **6.8. Terms and Conditions**

The Vendor understands and agrees to comply with all requirements stated in this RFP package. If there is a difference between what is stated in the proposer's proposal and what is included in the RFP package, the RFP package will take precedent over the proposer's proposal.

- The Contract will be made contingent upon the availability of funding.
- The Contractor agrees to obtain prior written approval of the WA for major service changes.
- The LWDB and CEOB reserves the right to accept or reject any or all applications received, or to negotiate with qualified proposers.

#### **6.9. Changes/Modifications to RFP**

In the event it becomes necessary to revise any part of this RFP package, the revisions will be posted on the websites listed in section 2.1. IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK FOR UPDATES/CHANGES.

The Vendor agrees to conduct activities subject to, and will conduct business under, the Contract in accordance with any and all federal, state or local regulations, rules, policies, directives, issuances and ordinances, in effect or promulgated during the term of the Contract.

**Attachment A- Signature Sheet** (Available for Download from [www.workforce-ks.com](http://www.workforce-ks.com))

**SIGNATURE SHEET**

Item: Monitoring Services

Agency: Workforce Alliance of South Central Kansas

Closing Date: December 13, 2019, 12:00 p.m. Central Time.

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. **I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. 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.**

Addenda: The undersigned acknowledges receipt of the following addenda:

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

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

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

E-Mail: [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.](#)

.....

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

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

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

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

State: [Choose an item.](#)

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

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

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

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

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

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

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

### CERTIFICATION REGARDING

### DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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By signature hereon, Proposer certifies that neither the Vendor nor its 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 nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Service 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). Vendor shall provide immediate written notification to the KAWB association member if, at any time prior to award, Vendor learns 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 Vendor knowingly rendered an erroneous certification, in addition to the other remedies available to the KAWB association member, the KAWB association member may terminate the contract resulting from the solicitation for default.

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Signature

---

Date

---

Printed Name

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

**Mandatory Items-**

Mandatory Items	Yes	No
Is the proposer eligible to provide services in the State of Kansas.		
Does the proposer meet the independent requirements of applicable monitoring standards?		
If Applicable- Has the proposer had an external Peer Review conducted by an independent third party in the last three years?		
Does proposer have experience in monitoring federal grants?		

**Monitoring of WIOA Experience-**

Monitoring of Federal Grants Conducted by the firm in the past 5 years: (1-10 Points)

\_\_\_\_\_ Considerations:

Prior governmental grant experience

Prior experience with similar entities

Prior Experience with this entity

**Staff/Personnel-**

Number of Monitoring/Audits completed in the past year \_\_\_\_\_

1-3 4 points

4-6 6 points

7-10 8 points

11+ 10 points

Other Considerations (10 Points) \_\_\_\_\_

Years of Experience

Experience with similar entities

Number of nonprofit audits

Number of staff assigned to this project

**Technical Proposal-**

Was the proposer compliant with the requirements of the RFP (10 Points) \_\_\_\_\_

	Yes (5 Points)	No
Does the proposal demonstrate the proposer understands the requirements of the RFP?		
Does the proposal demonstrate the proposer can meet the deadlines established?		

**Contract Price-**

	Points
Lowest Total Price	12
Total Price up to 120% of lowest price	10
Total Price between 121% and 140% of lowest price	8
Total price between 141% and 160% of lowest price	6
Total Price greater than 161%	4