

**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 and Other Grant's Monitoring Services**

**Available- January 12th, 2024**

**Closes- March 1, 2024 12:00 p.m. Central Time**

For Information Contact:

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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 and other grant 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 and other grant 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 controls and 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, grant operations, and financial management. Monitoring reports are to be submitted twice a year; anticipated delivery would be in May and December of each year. A schedule of monitoring activities is in the scope of services.

### 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. This RFP is for monitoring of core activities 1, 2, and 3 and identified in detail in the scope of services. 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).

Currently also the WA has an internal monitor that conducts internal reviews for compliance and quality control. This person will be the point person for this engagement.

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

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 (i.e. Drop Box). The documents must be in PDF format. The email must be received by the individual(s) named below, no later than 12:00 p.m. central time, Friday, March 1st, 2024. 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)

### 2.3. Key Dates

January 12, 2024

RFP Available for Distribution

February 1, 2024 12:00 p.m.	Pre-Proposal Questions Due
February 7, 2024 10:00 a.m.	Pre-Proposal Conference via Zoom
March 1, 2024 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 Time on February 7, 2024 via Zoom. Interested proposers are required to RSVP to Chad Pettera via email to [admin@workforce-ks.com](mailto:admin@workforce-ks.com) by end of the business day on February 5, 2024 to request zoom meeting information.

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 TIME ON FEBRUARY 1, 2023.**

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. **Budget:** The annual budget for this agreement should not exceed \$15,000 annually minus any initial set up fees. A budget for set up fees should not exceed \$5,000.

- 3.9. **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’.
- 3.10. **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.
- 3.11. **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.
- 3.12. **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.
- 3.13. **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.
- 3.14. **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(I)
  - 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 organization. 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 May 1, 2024 to June 30, 2028. 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

Conduct monitoring reviews of WIOA and other grant operations as identified using US Department of Labor’s Core Monitoring Guide as guidance. The monitoring reviews should be conducted twice per year with reports issued at agreed upon times, tentatively scheduled for July and January of each year. WIOA is the core program to be monitored, but WA operates other grants that integrated with WIOA. Those grants maybe reviewed using the WIOA guide, with some small deviations based on grant requirements. Those other grants will be reviewed with the Monitor for inclusion or exclusion upon mutual agreement.

#### **Core Monitoring Guide Objective 1: Service Design and Delivery (December Reports)**

1.e.1- Service Delivery: Monitor the systems access to participant services stipulated by WIOA or other Grant Agreements.

1.e.2- Priority of Services: Monitor the systems design for Priority of Service’s. Ensure the Priority of Service’s system is adequate and meets the expectations of WIOA or other Grant Agreements.

1.e.3- Eligibility/Enrollment: Monitor that the program eligibility requirements are being followed.

1.e.4- Assessment: Monitor participant assessments to ensure that they accurately gauge participant capacity/aptitude and identify participant skills/interests and are effective.

1.e.5 Participant Service Plan: Monitor participant service plans to ensure they are developed based on assessments and includes appropriate combination of services to address needs, and is reviewed and updated as needed.

1.e.6 Supportive Services: Monitor supportive services to ensure they follow policy and that they are provided to participants as an effective strategy to assist with successful outcomes.

1.e.7 Training Services: Monitor training services provided to participants to ensure they follow policy and regulations.

1.e.8 Placement: Monitor that the system is providing job search, referrals, and other services that assist participants to obtain employment.

1.e.9 Follow-up Services: Monitor that follow up services are provided to participants that include frequent contact and allowable services to ensure successful outcomes.

#### **Core Monitoring Guide Objective 2: Project Management/Grant Operations (July Reports (first year due in September 2024))**



- 2.b.1 Budget Controls: Monitor budget to ensure a budget exists and is compared to actual expenditures to ensure funds are obligated and spent according the policies, rules, and regulations.
- 2.c.1 Insurance Coverage: Ensure the WA has adequate insurance coverage for real property and/or equipment acquired or improved with grant funds.
- 2.c.2 Real Property: Monitor policies and procedures are in place for the acquisition, management, and disposition of real property.
- 2.c.3 Equipment: Monitor policies and procedures are in place for the acquisition, management, and disposition of equipment.
- 2.c.4 Rental or Leasing Costs for Property: Determination of whether or not rental costs for real property and equipment are reasonable 2 CFR 200.465.
- 2.c.5 Supplies: Monitor the policies and procedures to ensure supplies are purchased correctly and supplies are managed.
- 2.c.6 Intangible Property: Monitor policies and procedures for the acquisition, management, and disposition of intangible property is sufficient.
- 2.d.1 Procurement Standards: Monitor procurement policies and procedures to ensure they conform to federal laws and standards in the Uniform Guidance.
- 2.d.2 Competition: Monitor procurement policies and procedures to ensure transactions are conducted in a manner providing full and open competition.
- 2.d.3 Methods of Procurement: Ensure methods of procurement are compliant with the Uniform Guidance.
- 2.d.4 Cost of Price Analysis: Cost or price analysis is conducted on all procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degrees of analysis are dependent on the procurement situation, but the grant recipient must make independent estimates prior to receiving bids or proposals.
- 2.d.5 Contract Administration: All contracts contain the applicable provisions described in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- 2.g.1 Record Retention: Records are retained and has and adequate policy and procedure for retention of records.
- 2.g.2 Accessibility: Records are accessible for the purpose of audits, examinations, excerpts, transcripts. Personnel are available for interview and discussions related to grant records.
- 2.g.3 Protected Personally Identifiable Information: Reasonable measures to safeguard protected personally identifiable information and other information that is deemed sensitive or confidential according to laws and regulations.
- 2.g.4 Custody and Transfer: Record retention policy has safeguards to ensure the maintenance and custody of grant records.
- 2.h.1 Personnel Policy and Procedures: Written personnel policy that meets the requirements of applicable federal laws and regulations including hiring process and procedures.
- 2.h.2/3/4 Staff Positions: Staff have position descriptions and job duties and compensation are reasonable.

**Core Monitoring Guide Objective 3: Financial Management (July Reports (first year due in September 2024))**

- 3.a.1 Effectiveness and Efficiency of Operations: Adequate Internal Controls are in place for effective and efficient grant operations
- 3.a.2 Adequate internal controls are in place for accurate and timely reporting and has policies and procedures in place to ensure that its reporting system is safeguarded, and security is limited to the appropriate personnel.
- 3.a.3 Compliance with Applicable Laws and Regulations: Internal controls are in place to ensure compliance with applicable laws and regulations.
- 3.a.4 Safeguard on Assets: Adequate safeguards for all grant purchased property and ensures that it is used solely for authorized purposes; has mechanisms in place to prevent unauthorized purchases and disbursements or grant

funds; and safeguards its assets so not one person control the order, receipt, payment, reconciliation, management, and disposition of an asset.

3.b.1/2/3/4 Basis of Reporting: Review reporting to ensure accrual reporting for activities and are tied to accounting records.

3.c.1 Cash Disbursements: Review cash disbursement process to ensure a mechanism is in place to minimize time between the transfer of funds for the US Payment Management System and the disbursement of funds to pay costs.

3.c.2 Improper Payments: Process in place to identify improper payments and has a procedure in place to recapture improper payments.

3.c.3 Deposit Insurance: Grant funds are deposited in an insured bank or savings association.

3.e.1/2 Program Income: Written policy on program income and procedures are in place and shared with subrecipients and is expended correctly.

3.f.1 Cost Principles: Written policy and procedures exist to determine the allowability of costs in accordance with Subpart E Cost Principles.

3.f.2 Financial Management System: A system is in place to ensure costs are charged to the proper cost categories and accurately classified.

3.g.1 Cost Allocation Principles: Costs being charged are allowable, being treated consistently over time and within the accounting system, are necessary, reasonable, and allocated to the grant based on benefit received.

3.g.2 Cost Allocation Plan: An approved cost allocation plan is in place and uses it to allocate direct and in-direct costs.

3.g.4 De Minimis: De Minimis indirect cost rate is used. Is it applied as directed in the Cost Allocation Plan.

3.h.1 Audit Process: An A-133 Audit is performed annually.

3.h.2 Subrecipient Audit: A system is in place to ensure subrecipients audits are conducted and resolved.

3.h.3 Report on Internal Controls: As outlined in the Report on Internal Control Over Financial Reporting and Compliance or evident in the SFSAC (Data Collection Form from the Federal Audit Clearinghouse (FAC)), if the grant recipient has administrative findings, significant deficiencies, and/or material weaknesses, it has a corrective action plan in place to resolve the findings, significant deficiencies, and material weaknesses related to internal controls.

### **5.3. Timeline of activities**

September 2024- Issuance of a report covering Review of Grant Operations (Objective 2) and Financial Management (Objective 3). Review will cover the period of July 2023 through March 2024 or period agreed by to Monitor and WA.

December 2024- Issuance of a report covering Service Design and Delivery (Objective 1). Review will cover the period of January 2024 through August 2024.

July 2025- Issuance of a report covering Review of Grant Operations (Objective 2) and Financial Management (Objective 3). Review will cover the period of July 2024 through December 2024.

December 2025- Issuance of a report covering Service Design and Delivery (Objective 1). Review will cover the period of September 2024 through July 2025.

July 2026- Issuance of a report covering Review of Grant Operations (Objective 2) and Financial Management (Objective 3). Review will cover the period of January 2024 through December 2025.

December 2026- Issuance of a report covering Service Design and Delivery (Objective 1). Review will cover the period of September 2025 through July 2026.

July 2027- Issuance of a report covering Review of Grant Operations (Objective 2) and Financial Management (Objective 3). Review will cover the period of January 2026 through December 2026.

December 2027- Issuance of a report covering Service Design and Delivery (Objective 1). Review will cover the period of September 2026 through July 2027.

June 2028- Issuance of a report covering Review of Grant Operations (Objective 2) and Financial Management (Objective 3). Review will cover the period of January 2027 through December 2027.

If the contract is extended the schedule will continue as established for future periods, unless modifications are agreed to in writing.

- When reviews include sampling, the review 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 3,000 receiving basic career services.
- The WA will provide the selected vendor with a list of participants prior to each monitoring period.
- The WA will provide financial records and policies and procedures required to conduct monitoring.
- Vendor will provide any follow up and review of actions taken on previous monitoring reports.
- Vendor will meet with WA staff before the review, during and after the monitoring process.
- Vendor may follow up on recommendations and implementations of suggested actions or corrective actions of prior issued monitoring reports.

#### 5.4. **Record Keeping Requirements**

**5.4.1. 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.

**5.4.2. 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. **Equal Employment Opportunity**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national

origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

#### **6.9. Publicity and Lobbying/Advocacy**

Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Lobbying/Advocacy - Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

#### **6.10. Waste, Fraud and Abuse**

No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

#### **6.11. Whistleblower Protection**

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

#### **6.12. Drug Free Workplace**

The Vendor will maintain and provide a drug free workplace.

#### **6.13. 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.

**6.14. 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.

**SIGNATURE SHEET**

Item: Monitoring Services

Agency: Workforce Alliance of South Central Kansas

Closing Date: March 1, 2024, 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.](#)  
text.

Federal Unique ID: [Click here to enter text.](#)

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

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

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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