



Workforce Alliance of South Central Kansas

REQUEST FOR PROPOSALS

Workforce Innovation and Opportunity Act Workforce Development Services

Date Available: September 14, 2020

Closing Date: October 15, 2020 2 p.m.

Procurement Officer: Mr. Chad Pettera

Telephone: 316-771-6602

E-Mail Address: chad@workforce-ks.com

Web Address: <http://www.workforce-ks.com>

Item: Workforce Development Services

Term: 18 months with 3-12 month extensions

Agency: Workforce Alliance of South Central Kansas

Location: Wichita, Kansas 67202

Scope: The Workforce Alliance of South Central Kansas is requesting proposals from private sector entities (“bidders”) to provide Workforce Development Services for this agency. This Request for Proposals (RFP) is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

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.

REQUEST FOR PROPOSAL
Table of Contents

I. Section I – Conditions to Bidding	3
II. Section II – Proposal Instructions	7
III. Section III – General Provisions	10
IV. Section IV – Special Provisions	16
V. Section V – Proposal and Bid Timeline	18
VI. Section VI – Background and Information	19
VII. Section VII – Requested Services (Scope)	23
VIII. Section VIII – Budget	28
IX. Section IX – Evaluation Criteria	29

**SECTION I
CONDITIONS TO BIDDING**

- 1.1 **Inquiries:** All inquiries, written or verbal, shall be directed to the Workforce Alliance.

Mr. Chad Pettera
Workforce Alliance of South Central Kansas
300 W. Douglas, Suite 850
Wichita, Kansas 67202
Telephone: 316-771-6602
Facsimile: 316-771-6690
E-mail Address: chad@workforce-ks.com

Communication is prohibited between the proposers, its employees, representatives, or agents, and any Workforce Alliance 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 Workforce Alliance personnel may result in the rejection of the proposal.

- 1.2 **Negotiated Procurement:** Final evaluation and award is made by the Workforce Alliance.
- 1.3 **Appearance Before Committee:** Any, all, or no proposers may be required to appear before the Workforce Alliance to explain their understanding and approach to the project and/or respond to questions from the Workforce Alliance concerning the proposal; or, the Workforce Alliance may award to the low bidder without conducting negotiations. The Workforce Alliance reserves the right to request information from proposers as needed. If information is requested, the Workforce Alliance is not required to request the information of all proposers.

Proposers selected to participate in negotiations may be given an opportunity to submit a best and final offer to the Workforce Alliance. Prior to a specified cut-off time for best and final offers, proposers may submit revisions to their technical and cost proposals. Meetings before the Workforce Alliance are not subject to the Open Meetings Act. Proposers are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the Workforce Alliance

- 1.4 **Pre-proposal Conference** - A pre-proposal conference will be held at 10:00 AM on Wednesday, September 23, 2020 via Zoom.

Participants that wish to participate in the pre-proposal conference must register by sending an email to admin@Workforce-ks.com with your name, phone number, number of attendees and the organization you are representing. Information on how to participate

will be emailed to each individual requesting to participate in the pre-proposal conference. RSVP's for the conference must be received by 9 a.m. Monday, September 21st, 2020.

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 THE WORKFORCE ALLIANCE PRIOR TO 9 A.M. ON SEPTEMBER 21, 2020. Questions should be emailed to admin@workforce-ks.com and chad@workforce-ks.com. Impromptu questions will be permitted and spontaneous unofficial answers provided, however bidders should clearly understand that the only official answer or position of the Workforce Alliance of South Central Kansas would be in writing.

Failure to notify the Workforce Alliance of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of the Alliance. 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 by addendum and mailed to all proposers who received the original request from the Workforce Alliance. Only written communications are binding.

Mr. Chad Pettera

Telephone: 316-771-6602

Facsimile: 316-771-6690

E-mail Address: chad@workforce-ks.com

Workforce Alliance of South Central Kansas

300 W. Douglas, Suite 850

Wichita, KS 67202

- 1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the Workforce Alliance of South Central Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
- 1.6 **Criteria for Evaluating Bid Proposals:** The Workforce Alliance shall make Award in the best interest of the Alliance. See also Section IX.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the prospective workforce development agency. All proposals submitted in response to the RFP will be evaluated by the Workforce Alliance using the following criteria and factors (listed in no particular order of importance):

- 1.6.1 **TIMING OF DELIVERY.** The proposals will be reviewed by the Board of Directors or one of its committees in November 2020 with a contract awarded by January 1, 2021.
- 1.6.2 **TECHNICAL RESPONSE.** The extent to which the bidder 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 bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

- 1.6.3 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.
- 1.6.4 Financial Ability.** The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.
- 1.6.5 Experience and Qualifications.** The bidder's general experience and qualifications, and the Workforce Alliance's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.
- 1.7 Acceptance or Rejection:** The Workforce Alliance 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.
- 1.8 Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to the Workforce Alliance of South Central Kansas. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful bidder and the Workforce Alliance. The bidder'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.
- 1.9 Contract Formation:** No contract shall be considered to have been entered into by the Workforce Alliance until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful proposer.
- 1.10 Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the Workforce Alliance of South Central Kansas. All information contained in proposals will become open for public review once a contract is signed or all proposals are rejected.
- 1.11 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.
- 1.12 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. The Executive Director, after consultation with the attorney of record for the Workforce Alliance Board, may debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Executive Director, after consultation with the attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall not be for a period exceeding three years unless an

indictment has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.

- 1.13 **Insurance:** The Workforce Alliance shall not be required to purchase any insurance against loss or damage to any personal property nor shall the Alliance 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.

SECTION II PROPOSALS INSTRUCTIONS

- 2.1 **Preparation of Proposals.** The Workforce Alliance has the right to rely on any price quotes provided by proposers. The proposer shall be responsible for any mathematical error in price quotes. The Alliance reserves the right to reject proposals, which contain errors.

Proposals shall be submitted electronically via email to chad@workforce-ks.com and admin@workforce-ks.com with Cowley WIOA RFP Submittal in the subject line by closing deadline. The Workforce Alliance is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other proposer, competitor, or Alliance employee.

Proposals shall contain a concise description of proposer's capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

- 2.2 **Deadline for Submission of Proposals:** Proposer's proposal shall be submitted by **4:00 p.m. on October 15, 2020 to admin@workforce-ks.com and chad@workforce-ks.com with the subject line of Cowley WIOA RFP Submittal. Attachment size shall not exceed 10 mb. Proposal shall be attached to email in an Adobe PDF document. If the proposal is greater than 10 mb the proposer may use a file transfer service (Dropbox or others), but the proposal must be loaded prior to the deadline and a notice sent to the emails noted above. Proposers are encouraged to submit before the deadline to ensure delivery by deadline. Delivered receipts will be provided to the proposers.**
- 2.3 **Signature of Proposals:** Each proposal shall give the complete mailing address of the proposer and be signed by an authorized representative by signature with his or her name and legal title typed below the signature line. Each proposal shall include the required signature page that is provided.
- 2.4 **Acknowledgment of Addenda:** The Workforce Alliance reserves the right to change the acquisition schedule and amend the RFB prior to the due date of responses. If it becomes necessary to revise any part of the RFP, an Addendum shall be provided to all potential bidders at workforce-ks.com/rfps. Bidders are encouraged to submit an email with a notice to submit a proposal. Bidders that submit a notice will receive a notice of any amendments to this RFP. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A proposer may modify a proposal via email up until RFP closure.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the proposer to the Workforce Alliance contact person prior to the closing date.

- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested proposers or their representatives may request such information by email a request to admin@workforce-ks.com and chad@workforce-ks.com.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the Workforce Alliance. Bid results can be obtained by sending a request via email to admin@workforce-ks.com and chad@workforce-ks.com . Results can also be requested by mailing a request to the address below. A self-addressed, stamped envelope must be included with the request and sent to;

Workforce Alliance of South Central Kansas
Attention: Bid Results/Copies
300 W Douglas, Suite 850
Wichita, KS 67202

Copies of individual proposals or any other procurement document may be obtained under the Kansas Open Records Act by following the information request above. A records publication cost maybe required depending on the number of documents requested. A requestor will be provided with an estimate of cost. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the Workforce Alliance is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.
- 2.9 **Additional Proposals:** Proposers may only submit one proposal. Proposers should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review process by a taskforce. Please follow the proposal format described, as failure to do so may result in disqualification.

- 2.10 **Proposal Format:** No paperwork or form is provided by the Workforce Alliance for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their property and offering.

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

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), federal tax identification number, and DUNS. **See Section IV for additional information required.**

2.11 **Other proposal completion instructions:** All proposers shall include the following with their bid submissions:

- Table of Contents with page numbers.
- Signature Sheet downloadable at www.workforce-ks.com in the RFP section
- Transmittal Letter
- Budget
- Budget Narrative
- Performance Goals Attachment

Beyond these general guidelines, bidders 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.

Narrative section should be typed with double line spacing and using an Arial or Times New Roman font of size 12 or larger. This section should be published on 8 ½ X 11 sized paper.

**SECTION III
GENERAL PROVISIONS**

3.1 **Contract Term:** This procurement is for a contract that will have an initial term of eighteen 18 months with options to extend for 3 additional one-year periods. Performance and budget will be renegotiated with each extension, if the contract is extended with will be incorporated by a contract amendment that will be agreed upon by all parties in writing.

3.2 **Termination for Cause:** The Workforce Alliance may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

3.2.1 The Contractor fails to make delivery of goods or services as specified in this contract; or

3.2.2 the Contractor fails to perform any of the provisions of this contract

3.3 **Termination for Convenience or Lack of Funding:** The Workforce Alliance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Alliance shall determine that the termination is in the best interest of the Workforce Alliance of South Central of Kansas. In the event that the Workforce Alliance elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.4 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Chief Operations Officer
300 W. Douglas, Suite 850
Wichita, KS 67202
Fax: 316-771-6690
E-mail: chad@workforce-ks.com**

3.5 **Rights and Remedies:** The Workforce Alliance shall be obligated only for those services rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and were accepted by the Alliance subject to any offset by the Alliance for actual damages including loss of federal funds.

The rights and remedies of the Alliance provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.6 **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
- 3.7 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Alliance shall not constitute a waiver.
- 3.8 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 3.9 **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

- 3.10 **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Alliance, serve in any capacity on, for or with the Workforce Alliance Board of Directors, and who are providing services involving this contract or services similar in nature to the scope of this contract to the Workforce Alliance. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Alliance employee who has participated in the making of this contract until at least two years after his/her termination of employment with the Workforce Alliance.
- 3.11 **Confidentiality:** The Contractor may have access to private or confidential data maintained by the Workforce Alliance to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the Alliance promptly at the request of the Workforce Alliance in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the Workforce Alliance, will destroy or render it unreadable. Contractor

will be required to execute a Workforce Alliance Confidentiality Agreement and that Agreement shall become a part of this and any other subsequent contract.

- 3.12 **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 3.13 **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.14 **Hold Harmless:** The Contractor shall indemnify the Workforce Alliance against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract, caused by the Contractor.

The Workforce Alliance shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to Workforce Alliance property. The Contractor shall do nothing to prejudice the Workforce Alliance's right to recover against third parties for any loss, destruction or damage to Workforce Alliance property.

- 3.15 **Care of Workforce WA Property:** The Contractor shall be responsible for the proper care and custody of any Workforce Alliance owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse the Workforce Alliance for such property's loss or damage caused by the Contractor, normal wear and tear excepted.
- 3.16 **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any Workforce Alliance employee at any time.
- 3.17 **Retention of Records:** Unless the Workforce Alliance specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the Workforce Alliance.

- 3.18 **Federal, State and Local Taxes Contractor:** The Workforce Alliance makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
- 3.19 **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the Workforce Alliance all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the any product or service purchased or acquired by the Workforce Alliance pursuant to this contract.
- 3.20 **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Workforce Alliance. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 3.21 **Assignment:** The selected bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, interest, or duty therein, or its power to execute such agreement, to any other person or entity, without the previous consent and written approval by the Workforce Alliance.
- This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the Workforce Alliance.
- 3.22 **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
- 3.23 **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
- 3.24 **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- 3.25 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Wichita, Sedgwick County, Kansas.
- 3.26 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Sedgwick County.
- 3.27 **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 3.28 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to

obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

- 3.29 **Competition:** The purpose of this Request is to seek free and open competition. The proposer shall advise the Workforce Alliance when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Workforce Alliance no later than seven (7) business days prior to the bid closing date. The Workforce Alliance reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.
- 3.30 **Injunctions:** Should the Workforce Alliance be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the Workforce Alliance, proposer shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.31 **Acceptance:** No contract provision or use of items by the Workforce Alliance shall constitute acceptance or relieve the proposer of liability in respect to any expressed or implied warranties.
- 3.32 **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.
- If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application to this end the contract terms and conditions are severable.
- 3.33 **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 3.34 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is

normally not considered proprietary. The Proposer's entire proposal response package shall not be considered proprietary.

- 3.35 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the proposer is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.36 **Insurance:** The successful Proposer shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Workforce Alliance.
- 3.37 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.38 **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.39 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the Workforce Alliance. Failure to provide available price reductions may result in termination of the contract.
- 3.40 **Payments:** Payments shall not be made for costs or items not listed in the proposer's response. Payments will be cost reimbursement with net 30 terms.
- 3.41 **References:** Provide three (3) references. References shall have purchased similar items from the proposer in the past two years. References shall show firm name, contact person, address, and phone number. Proposer employees and the buying agency shall not be shown as references.
- 3.41 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.
- 3.42 **Award:** Awards will be made by the Workforce Alliance based upon the best interest of the Alliance. The successful bidder will be notified in writing by the Workforce Alliance. Neither the bidder nor the Workforce Alliance is obligated in any way until the Agreement has been approved and signed by all parties.

SECTION IV SPECIAL PROVISIONS

4.1 **Business Information:** The following information shall be part of the narrative proposal: **Proposers are instructed to prepare their Proposal following the same sequence as this section of the Request For Proposal.**

- (1) Transmittal letter which includes the following statements:
 - (a) that the proposer is the prime contractor and identifying all subcontractors;
 - (b) that the proposer is a corporation or other legal entity;
 - (c) that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) that the proposer does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (e) that the proposer presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict, or that may result in the appearance of a conflict;
 - (f) that the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - (g) whether there is a reasonable probability that the proposer is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the proposer which would relate to the performance of this contract. If the statement is in the affirmative, the proposer is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the Alliance and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the proposer will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the Workforce Alliance;
 - (h) That the proposer has not been retained, nor has it retained a person to solicit or secure a contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the proposer for the purpose of securing business. For breach of this provision, the Alliance shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

4.2 **Proposer's Qualifications:** The proposer must include a discussion of the proposer's corporation and each subcontractor if any. The discussion shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part-time, assigned to this project by function and job title;
- (d) location of the project within the proposer's organization;
- (e) relationship of the project and other lines of business
- (f) financial stability, submit most recent audit and/or financial statements

- 4.3 **Experience:** A description of the proposer's experience providing the requested or similar service. The proposer must be an established firm recognized for its capacity to perform. The proposer must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

**SECTION V
PROPOSAL AND BID TIMELINE**

September 13, 2020	Request for Bid (RFB) Available to requesting parties
September 21, 2020	RSVP and Questions for Pre-Proposal Conference are due by 9 a.m.
September 23, 2020	Pre-Proposal Conference at 10:30 a.m. via Zoom
	Attendance is not required at the pre-proposal conference but is encouraged. Participants must register to attend the meeting.
October 15, 2020	Deadline for Bid Submissions 4:00 p.m.
November	Negotiations
January 2, 2020	Services Commence

Submitted Proposal Should Include:

- Transmittal Letter
- Signature Page
- Business background and qualifications
- Program Design
- Budget Form
- Budget Narrative
- Performance Chart

SECTION VI Background and Information

6.1 Background: The WA is releasing this RFP to solicit proposals for WIOA Program Operations for Adult and Dislocated Worker services in Cowley County Kansas. The WA is seeking a provider for the establishment and daily staffing of an American's Job Center(s) and provider of WIOA basic career services, business services, and the referral of appropriate participants for training services. The One Stop Operator will remain under a separate contract and procurement and will perform One Stop Operator functions in Cowley County.

The primary goal of this RFP is to increase accessibility and the number of WIOA Services available in Cowley County.

Partner collaboration is encouraged for this RFP but submissions should come from one entity.

The WA is encouraging new and different ways to provide services in Cowley County. The WA has operated an American's Job Center and programs for over 10 years, and is interested in more successful ways to provide services and grow outcomes and deliverables.

6.2 History and Organizational Information: The WA has been designated as the Local Workforce Development Board for Kansas Local Area IV by the Governor of Kansas. Kansas Local Area IV consists of Butler, Cowley, Harper, Kingman, Sedgwick, and Sumner Counties. The WA Board of Directors oversees the activities and outcomes of the Workforce Centers or Americas Job Centers (AJC's). The AJC's are the hubs of workforce development activity and are located in Wichita, El Dorado, and Wellington. The Wichita Workforce Center is the certified comprehensive Workforce Center in Local Area IV.

Currently the WA is the primary WIOA Service Provider and has a contract with Eckerd Connects for One Stop Operations.

The Board of Directors will adopt a Strategic Plan for 2020-2022. The goals are to:

- Meet or exceed the negotiated performance of WIOA Title 1 programs to maximize community impact
- Enhance youth employment opportunities by expanding partnerships with businesses, schools, and other community organizations
- Increase the awareness of working programs and services throughout South Central Kansas
- Expand the impact of Workforce Alliance through higher levels of board participation, improved efficiencies, and greater outreach
- Continue to increase non-WIOA funding
- Proactively approaching the employment and skills training challenges and opportunities of the future with energy and planning today

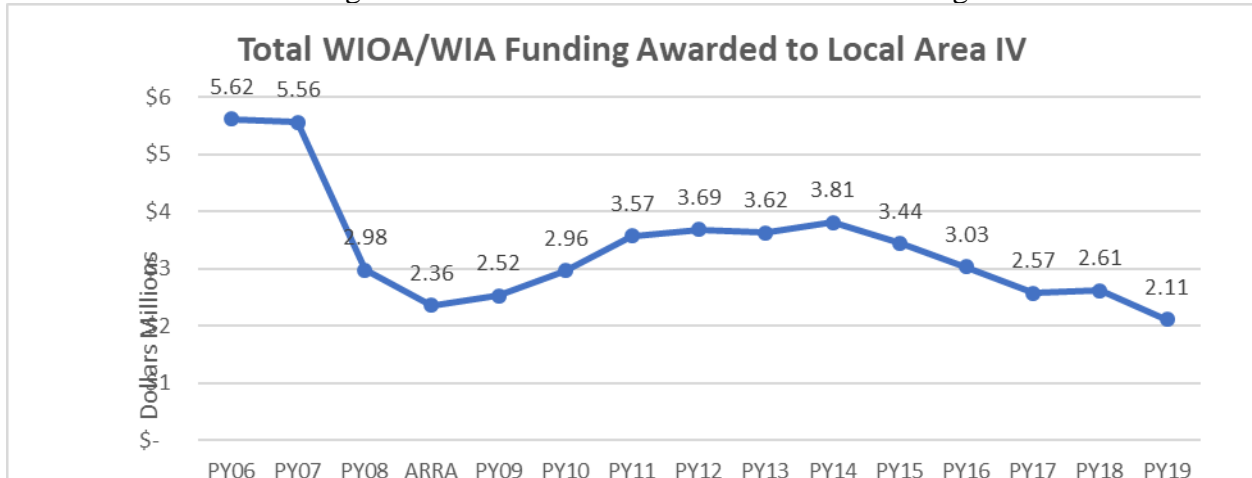
The Board of Directors has also adopted the following statements:

Vision: Growing a regional economy through a skilled workforce

Mission: Supporting and advancing a competitive workforce in South Central Kansas

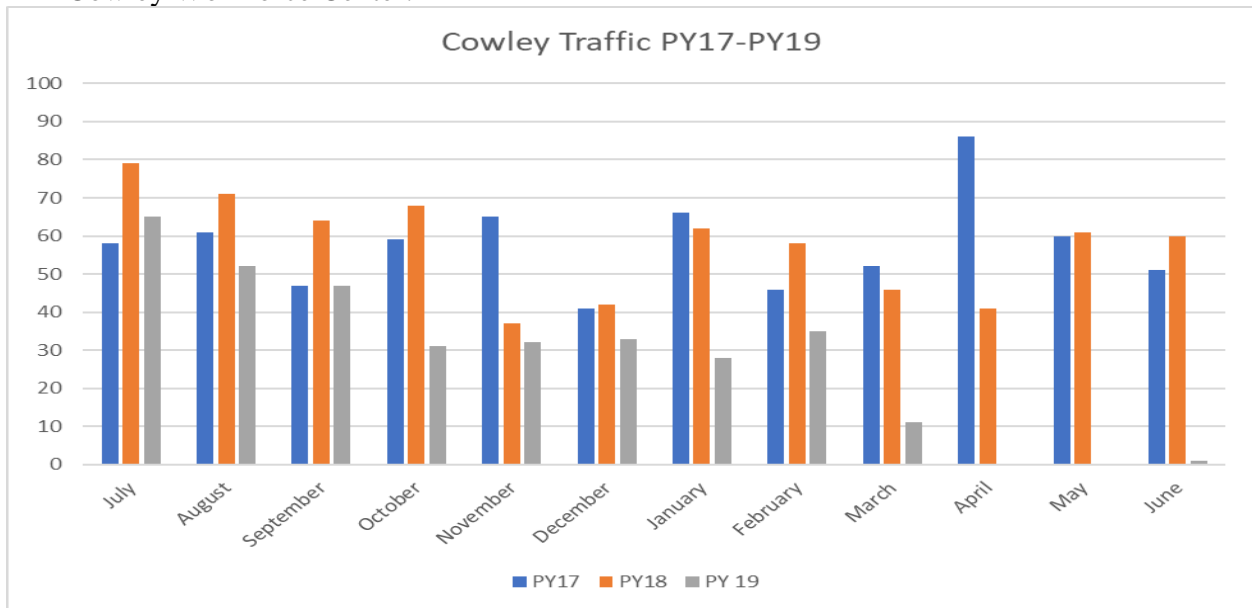
6.3 WIOA Funding: The WIOA allocation to the WA has decreased significantly over the past several years. The WA released this RFP to better provide services in Cowley County and to reduce costs.

Below is a chart visualizing the continued decrease in WIOA/WIA funding allocated to WA.



6.4 Cowley Workforce Center Traffic: Monthly traffic counts represent the number of individuals that are served each day at the Cowley Workforce Center. The Cowley County AJC that was in Winfield was open Monday and Wednesdays. The Center in Winfield was located in a commercial center that includes a bank and other professional services.

The past three years' traffic chart is below indicating the number of visitors by month at the Cowley Workforce Center.



6.5 Workforce Innovation and Opportunity Act (WIOA) Basics: On July 22, 2014 President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA). The WIOA supersedes the Workforce Investment Act (WIA) of 1998. WIOA is designed to improve and streamline access to federally funded employment, education, training and support services. This was the first legislative reform of the public workforce system in more than 15 years. Every year the key programs that form the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides an opportunity for

reforms to ensure the One-Stop Delivery System is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

WIOA has six main purposes:

1. Increase access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment.
2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
3. Improve the quality and labor market relevance of workforce investment, education and economic development efforts.
4. Promote improvement in the structure and delivery of services.
5. Increase the prosperity of workers and employers.
6. Provide workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improves the quality of the workforce, reduces welfare dependency, increases economic self-sufficiency, meets skills requirement of employers, and enhances productivity and competitiveness of the nation.

6.6 WIOA Priority of Service: WIOA provides preference to veterans and spouses of veterans over all other priorities. WIOA identifies barriers (no particular order) for which services are a priority for non veterans and non spouses of veterans:

- Displaced homemaker
- Low-income individuals
- Indians, Alaska Natives and Native Hawaiians
- Individual with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, low levels of literacy or facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents (including pregnant women)
- Long-term unemployed

6.7 WIOA Required Partners: WIOA establishes required partners in the development and delivery of workforce development services. The WA partners with all required WIOA required partners that have an operation in Local Area IV. Those partners are identified by law and are required to have services available and accessible through the comprehensive workforce center. The required partners in Local Area IV are:

Title I (Adult*, Dislocated Worker*, Youth*, Job Corps, Native American, and Migrant and Seasonal Farm Worker) [Workforce Alliance of South Central Kansas, Flint Hills Job Corps, American Indian Council, Kansas Department of Commerce]

Title II Adult Education and Family Literacy Act [Kansas Board of Regents]

Title III Wagner Peyser [Kansas Department of Commerce]

Title IV Vocational Rehabilitation [Kansas Department for Children and Families]

Title V Senior Community Service Program [Kansas Department of Commerce]

Title VI Carl D. Perkins Career and Technical Education Act of 2006 [Kansas Department of Education and Kansas Board of Regents]

Title VII Trade Adjustment Assistance [Kansas Department of Commerce]

Title VIII Jobs for Veterans [Kansas Department of Commerce]

Title IX Community Services Block Grant (Employment and Training) [Kansas Housing Resources Corporation]

Title X HUD Employment and Training

Title XI State Unemployment Compensation Law [Kansas Department of Labor]

WA partners with other community organizations such as the United Way of the Plains, Wichita State University, Various Corrections Agencies and Urban League as a few examples.

6.8 WIOA Service Providers: WA is soliciting bids from qualified organizations or interested individuals to direct federal Department of Labor (DOL) WIOA Title I funds towards career services as defined by WIOA. Qualified organizations include.

- Private for profit businesses
- Non-profit organizations
- Business associations
- Public agencies
- Institutes of Higher Education
- A collaboration of above entities with at least one organization designated as the lead agency and primary sub-recipient.

SECTION VII

Requested Services (Scope)

7.1 Description: Interested parties responding to this RFP must offer a program design providing WIOA Title I Career and Business Services in Cowley County. Respondents must describe how they will partner with the One Stop Operator on how services will be provided through a newly established Auxiliary Workforce Center.

7.2 Basic Career Services:

- Utilize Waitwhile for tracking and appointments
- Assist customers with KANSASWORKS registration
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities and supportive service needs
- Labor exchange services including job search and placement assistance
- Outreach, intake, and orientation to the information and other services available through the one-stop delivery system
- Eligibility processing for Title I Adult Program services
- Develop Individual Employment Plan(s) (IEP)
- Referrals to partner and community agencies as appropriate
- Referrals to and coordination of activities with other programs and services within the one-stop delivery system
- Information on supportive services including referrals to those services
- Information and assistance regarding filing claims for unemployment compensation
- Workforce and labor market information
- Performance and program cost information
- Review and prescreen employer applications completed by job seekers

7.3 Individualized Career Services: Individualized Career Services must be made available (not all eligible individuals will receive all services) if eligible and if determined to be appropriate in order for an individual to obtain or retain employment

- One-on-one job search coaching
- Facilitate and/or connections to workshops approved by the WA
- Assist job seekers with skill assessments
- Comprehensive and specialized assessments of the skill levels and service needs
- Career planning and individual and group counseling
- Development of an individual employment plan
- Prepare job seekers for applications and interviews with participating employers
- Resume completion and Reviews
- Interview information
- Mock Interviews
- Delivery of short-term pre-vocational services
- Workforce preparation
- ACT WorkKeys Online Assessment
- Industry Specific Skills Assessments -Online Proctored

- Access to internships, work experience, On the Job Training (OJT) (require a referral for case management)
- Follow-up services following job placement
- Referrals for Case Management (Training) Services

7.4 Business Services

- Establish strategic relationships with employers that lead to increased use of KansasWorks.com
- Identify potential employers to partner with through data analysis and market research
- Assist employers in effectively utilizing KansasWorks.com system
- Contact employers newly registered in KansasWorks.com confirm hiring needs and offer information and assistance
- Develop and promote employer openings to job seekers throughout KansasWorks.com
- Utilize multiple strategies to recruit and place participants in job openings to meet the hiring needs of employers, including datamining, screening resumes and sourcing referrals from partners.
- Prepare job seekers for applications and interviews with participating employers
- Facilitate access to space for employers to conduct interviews, recruitment events and other meetings
- Connect businesses with resources and opportunities available through partners and the workforce development system
- Provide businesses with information and assistance regarding the labor market and workforce development system, including industry trends, job seeker characteristics and promising practices
- Mobilize staff and resources in response to employer events including mass hiring and recruitment events
- Partner with employers, and training providers to identify customized training, pre-employment, and incumbent worker training opportunities
- Partnership with WA for On the Job Training opportunities

7.5 Additional Provisions:

- Provide integrated services that combine all local resources to help each individual find, and keep the right job and receive continued support to advance their career.
- Leverage non-WIOA resources and coalitions that result in innovative, responsive and cohesive services.
- Align educational opportunities that lead to industry-recognized qualifications, skills, and academic credentials.
- Focus on key populations with barriers who face significant challenges in obtaining living wage jobs.
- Refer individuals that are 16 to 24 years of age that would be appropriate for the WIOA Youth Program.
- Refer any layoff information to the WA for Rapid Response.

7.6 Case Management/Training Referral Services: The WA would maintain the training and supportive services responsibility under WIOA, but would coordinate with any new WIOA Service Provider on the delivery. WIOA Training services include occupational skills training, incumbent worker training, on the job training, and customized training. Supportive services assist those individuals enrolled in training and those services include daycare, mileage reimbursement, clothing, medical, tools, and other such assistance to help remove barriers for participating individuals.

7.7 WIOA Eligibility: Anyone that receives a WIOA service other than basic career services must be eligible. Services provided to individuals not eligible would require the bidder to return funds expended on the services to an individual not eligible.

Eligibility for the Title I WIOA Adult Program:

Adults must meet the all of the following eligibility criteria for the WIOA Title I Adult Program:

1. U.S. citizen or otherwise legally entitled to work in the U.S.
2. Age 18 or older
3. Selective Service Registration (males who are 18 or older and born on or after January 1, 1960) unless an exception is justified.

7.8 WIOA Priority: WIOA mandates priority for individualized career and training services must be given to:

Veterans and spouses of Veterans and then:

- Displaced homemaker
- Low-income individuals
- Indians, Alaska Natives and Native Hawaiians
- Individual with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, low levels of literacy or facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents (including pregnant women)
- Long-term unemployed

7.9 Required Program Design:

1. Ensure there is an Individual Employment Plan for each customer which, identifies appropriate objectives and services for the customer to achieve their career goals
2. Ongoing and uninterrupted active case management for customers

3. Have a strong industry focus in services provided, working directly with Businesses
4. Ensure in-demand job placements, training-related placements, placements in targeted or demand occupations
5. Collaboration between community partners that are already providing similar and related services
6. Record data and client records in KansasWorks.com and/or the Workforce Alliance’s designated data management systems
7. Forms and guidance on services and procedures have been developed and will be provided to the contracted entity for use in delivery of program services.
8. Workforce Alliance will assume case management duties including fiscal duties for customers that participate in training activities. Selected applicant will need to refer customers for intensive case management services and serve as a liaison.
9. Participate in training and staff development functions conducted by the WA

7.10 WIOA Performance: WIOA Performance measures also referred to as Common Measures negotiated between the State and the United States Department of Labor (USDOL). The state engages all the local areas in a discussion that allows the local areas to accept the goals or is given the opportunity to provide data to assist the state in further negotiations with USDOL. Detailed information on how the measures are scored and the definition of the measures can be found at https://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm. Goals for performance in PY20 (July 2020 through June 2021) are as follows.

Adult	Goal
	Sanction
Employment Rate <i>(2nd Qtr. after Exit)</i>	76.00%
	68.40%
Employment Rate <i>(4th Qtr. after Exit)</i>	74.00%
	66.60%
Earnings <i>(Median Earnings 2nd Qtr. after Exit)</i>	\$5,751.00
	\$5,175.90
Credential Attainment <i>(Within 4 Qtrs. after Exit)</i>	74.6%
	67.14%
Measurable Skills Gain <i>(Real Time Measure)</i>	\$53.20
	\$47.88

Dislocated Workers	
Employment Rate <i>(2nd Qtr. after Exit)</i>	82.50%
	74.25%
Employment Rate <i>(4th Qtr. after Exit)</i>	79.00%
	71.10%
Earnings <i>(Median Earnings 2nd Qtr. after Exit)</i>	\$9,100.00
	\$8,190.00
Credential Attainment <i>(Within 4 Qtrs. after Exit)</i>	78.60%
	70.74%

Measurable Skills Gain <i>(Real Time Measure)</i>	69.30%
	62.37%

7.11 Contract Specific Goals (Cumulative Each Quarter):

Item	Jan- March 2021	April- June 2021	July- Sept 2021	Oct- Dec 2021	Jan- March 2021	April- June 2021
In Person Employer Contacts	24	48	72	96	120	144
Adult/DW OJT Referrals	1	3	4	5	6	7
New Employer Engagement	3	6	9	12	15	18
Pre-Employment Skills Assessments	12	24	36	48	60	72
Prescreen/Applications	12	24	36	48	60	72
WorkKeys Referrals	3	6	12	18	25	30
New Participants Enrolled	30	70	130	200	260	325
Workshop Attendees	10	30	55	90	120	150
Services Provided in KansasWorks	90	210	550	725	1000	1300
Training Referrals	5	15	30	40	50	60

The local areas must meet the WIOA performance goals, or the Local Area could be sanctioned and receive a reduction in funding.

Bidder must complete and submit the Period of Performance Attachment that shows the outcomes the bidder can achieve.

SECTION VIII

Budget

Bidder should provide an overall budget narrative and budget worksheet. This narrative should describe how the respondent's organization allocates costs and the fiscal structure and policies. The respondent can use whatever presentation they feel best describes their budget and agency for the narrative. Bidder must use the Budget Worksheet provided to occupy the narrative. The budget form has categories, and open lines. To submit items in the open line items, a description must be provided and details in the budget narrative. Program delivery and other items will not be reviewed if they are included in this section.

Budget form has an in-kind/other funding area. If the bidder is using other funds as in-kind to support this contract, it encouraged that the bidder include those costs. In-kind costs will be evaluated in the budget review and points will be assigned based on a % over the base. In-kind costs must be included and described in the budget narrative.

If the budget includes indirect costs associated with an indirect cost rate, the bidder may include those costs if they are appropriate to support this proposal request. If in-kind costs are included and submitted associated with in-direct costs, those in-direct costs should not be included in the in-kind costs.

Program delivery and any other items that are not budget related will not be reviewed if they are included in this section.

The WA is planning to budget between \$60,000 to \$80,000 for the first 18 month term.

SECTION IX Evaluation Criteria

9.1 Compliance Review: Upon receipt of proposals, WA staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments.

9.2 Evaluation Criteria: The WA will put together an RFP Scoring Panel of WA staff, community leaders, board members and outside experts who will score and rank all proposals that meet the compliance requirements. The RFP Scoring Panel will score and rank all responsive proposals using the criteria described within the RFP and make a recommendation for funding based on the evaluation scores.

Respondents may be asked to give a presentation about their proposal to the Scoring Panel. Not all Respondents may be given this opportunity. Respondents that qualify for presentations will be given thirty (30) minutes to highlight the different areas of their proposal. Respondents will then answer a series of questions from the RFP Scoring Panel. Respondents may not present any new information during the oral interview that is not included in their proposal. The Respondent is limited to a presentation team of five (5) individuals.

Oral interviews will be worth a total of fifteen (15) points. After oral interviews are complete, final evaluation scores will be submitted, and the RFP Scoring Panel will make a recommendation of awards. The table below provides a summary of the scoring method for this RFP:

RFP Scoring Methodology	
Title Page, Table of Contents, and Executive Summary	5
Business Description and Qualifications	15
Program Content/Design	50
Cost Reasonableness of Proposed Budget	30
Program Proposed Performance	20
Total Possible Points	120

9.3 Selection: The RFP Scoring Panel will recommend as the successful Respondents the organizations whose proposal is determined to best meet the needs of the WA, based on the evaluation criteria discussed above.

The selection of the successful proposal will be based upon information supplied by the Respondents in response to this RFP and upon other information that will be obtained by the RFP Scoring Panel, as deemed necessary. The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation of the proposal have been considered. However, the quoted budget will be an important factor in the determination of the successful proposal.

The WA reserves the right to negotiate with any Respondent after proposals are opened, if such action is deemed to be in the best interest of the WA.

9.4 Appeals Process and Access to Evaluation Information: The information below outlines the appeals process and procedure to access evaluation information. An appeal will only be considered valid if there has been a violation of the one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or WA procurement guidelines

An appeal would not be allowed:

- To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above; or
- By those other than RFP Respondents.

The appeals process shall consist of the following steps:

- A written letter of appeal must be delivered to WA's Chief Operations Officer at chad@workforce-ks.com
- The written appeal shall specify evidence for valid appeal and the specific relief sought;
- The written appeal must be received by the WA within ten (10) business days from the date the RFP recommendation is first publicly posted on WA's website and notification letters are mailed to all respondents.
- A review panel shall have ten (10) business days to determine if the criteria for a valid appeal have been met. The decision of the review panel shall be final with no provision for reconsideration.

Access to Score Sheet and Comments

Individual score sheets and comments used during the evaluation process may be provided in the form of summaries as prepared by WA staff. Each individual score sheets will not be disclosed. These summaries will be provided to applicants of the RFP who submit a written request. Requests for this information shall be responded to within ten (10) business days of the LWDB reviewing the final contract recommendations and any appeals submitted. The purpose for releasing this information is for technical assistance and continuous improvement and not for purpose of an appeal.