



REQUEST FOR PROPOSALS
Employer of Record Services for Client Work Experience

Date Available: January 5, 2023

Closing Date: February 16, 2023 11 a.m.

Procurement Officer: Chad Pettera

Telephone: 316-771-6602

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

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

Item: Employer of Record Services for Client Work Experience

Agency: The Workforce Alliance of South Central Kansas

Location: Butler, Cowley, Harper, Kingman, Sedgwick, Sumner Counties, Kansas

Scope: The Workforce Alliance of South Central Kansas (Workforce Alliance) is requesting proposals from private or public sector entities ("proposers") to provide Employer of Record Services clients/participants that participate in paid work. This Request for PROPOSALS (RFP) is a formal invitation to proposer's to submit proposals in accordance with the requirements, specifications, and proposal 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 proposal.

REQUEST FOR PROPOSAL

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SECTION I
CONDITIONS TO SUBMITTING A PROPOSAL

1.1 Inquiries: All inquiries, written or verbal, shall be directed to the Workforce Alliance of South Central Kansas.

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 cost proposal 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.

A taskforce is expected to review and evaluate proposals on March 2, 2023. Proposers should hold March 2, 2023 open for presentations to the taskforce. Presentations would take place between 1 and 5 pm.

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 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 via Zoom 3:00 PM on January 26, 2023. Those interested in attending the pre-proposal conference should send a request to attend to admin@workforce-ks.com no later than January 24, 2023 at noon.

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 VIA E-MAIL, TO THE WORKFORCE ALLIANCE PRIOR TO 5:00 PM LOCAL TIME ON JANUARY 19, 2023 TO ADMIN@WORKFORCE-KS.COM.** Impromptu questions will be permitted and spontaneous unofficial answers provided, however proposers 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.

Chad Pettera

Telephone: 316-771-6600
Facsimile: 316-771-6651
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 proposal.

1.6 Criteria for Evaluating Proposal: The Workforce Alliance shall make the award in the best interest of the Workforce Alliance.

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 Experience and Qualifications.** The proposal will be scored on experience in providing employer of record services.
- 1.6.2 Capacity.** Through the different activities of the Workforce Alliance at any given time can have placements in Work Experience up to 175 individuals at multiple locations. This is typically during the summer months when we place youth in summer work experiences. The low end of placements is during the remaining months when up to 90 maybe placed at any one time. This can change based on funding availability and the programs available.
- 1.6.3 Ability to Place those age 16-21.** Any provider must be able to place minors and young adults aged 16 to 21. **Provider must indicate any restrictions in the ability to place those between 16 and 21 years of age.**
- 1.6.4 Price of Proposal.** Participants will be paid at a least minimum wage \$7.25 per hour for work performed. Some participants will be paid considerably more based on job placement. Proposer must provide a set cost of reimbursement based on occupational codes including, but not limited to Administrative Assistant, Janitorial, Office Worker, Lawn Care, Outside Maintenance, Manufacturing, IT, and Engineering.
- 1.6.5 Services Made Available to Participants by Proposer.** If proposer plans to make services available to participants that are normally outside of the normal employer of record services, they must be listed in the proposal.
- 1.6.6 Timing of Delivery.** Employment activities will be available upon contact execution. Placements are ongoing and will continue.
- 1.6.7 Technical Response.** The extent to which the proposer effectively demonstrates an understanding of the needs of the Workforce Alliance, as described in this RFP.
- 1.6.8 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.
- 1.6.9 Financial Ability.** The proposer's demonstrated financial ability to implement, manage and maintain the proposed offering.

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.

1.9 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. Any material in the proposals that is considered proprietary should be labeled as such. Material determined to be proprietary will not be available for public review. Cost is not considered proprietary.

- 1.11 Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the 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 (a) 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 to 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 months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), 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 Workforce 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 provided by proposer. Certificate of insurance proving coverage of property, occupants, invitees, building, and the environment must be provided to the Workforce Alliance.
- 1.14 Taxes:** All proposers must be current on all local, state, and federal taxes. Proposers must submit a recent (within the last 60 days) tax clearance from the State of Kansas' Department of Revenue.
- 1.15 Key Dates:**

January 5, 2023	Request for Proposals Released
January 19, 2023	Pre Proposal Question Due
January 26, 2023	Pre Proposal Conference via Zoom at 3 pm
February 16, 2023	Proposals Due at 11 a.m. Central Time
March 3, 2023	Taskforce Review of Proposals and possible presentations
March 8, 2023	Board of Directors review Taskforce recommendation
March 2023	Contract Finalization
July 1, 2023	Contract Effective

SECTION II PROPOSAL INSTRUCTIONS

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

Proposals shall be submitted electronically by the closing date. The Workforce Alliance of South Central Kansas is relieved of any responsibility if the proposer 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 Workforce Alliance employee.

Proposal's shall contain a concise description of proposer's capabilities to satisfy the requirements of this Request For Proposals with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposals without additional clarification shall not be considered responsive.
- 2.2 Term:** Proposals shall be for a three (3) year term beginning July 1, 2023. Contracts can be extended for an additional two (2) year term upon agreement of extension terms by both the Workforce Alliance and vendor and executed via a contract amendment.
- 2.2 Deadline for Submission of Proposals: Proposer's proposal shall consist of:**

one electronic copy emailed to admin@workforce-ks, or through some other internet delivery service such as dropbox. Emailed proposals can not exceed 9 MB. If a proposer's proposal is greater than 9 MB, and they don't have access to some type of internet delivery option, the proposer should send an email to admin@workforce-ks.com to request a link to a dropbox.com that the Workforce Alliance will set up and provide to the proposer. Any special requests shall be made prior to February 10, 2023.

Proposals must be received by the Workforce Alliance by February 16, 2023 at 11 a.m. central time.

Proposals that are received after the proposal deadline time and date shall be disqualified from consideration. Late proposals will be retained unopened in the file and not receive consideration.

- 2.3 Signature of Proposal:** Each proposal shall give the complete mailing address of the proposer and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the proposal social security number or Federal Employer's Identification Number and Unique Federal Identifier Number if available.
- 2.4 Acknowledgment of Addenda:** The Workforce Alliance reserves the right to change the acquisition schedule and amend the RFP prior to the due date of responses. If it becomes necessary to revise any part of the RFP, an Addendum shall be placed on www.workforce-ks.com. It is the proposer's responsibility to check for updates. All proposers 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 Proposal:** A proposer may modify a proposal by letter or by email transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 Withdrawal of Proposal:** 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.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining proposal tabulation from the Workforce Alliance. Proposal results can be obtained by sending (do not include with proposal):

A self-addressed, stamped envelope;

Send to:
Workforce Alliance of South Central Kansas
Attention: Procurement Officer
300 W Douglas, Suite 850
Wichita KS 67202

- 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:** Proposer's may submit only one proposal.
- 2.10 Proposal Format:** No paperwork or form is provided by the Workforce Alliance for the proposal. Instead, proposers 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, proposer's should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all proposer's shall provide the following identifying information in the narrative portion of their proposals:

- **Provider 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.), federal tax identification number, and federal unique id.

- **Pricing-** Rates shall be based as a markup percentage of the hourly wage (\$7.25) paid to each participant based on employment placement category. Other services (drug testing, background checks, TB Tests, etc) shall be priced at a rate for each service performed.

2.11 Other proposal completion instructions:

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. Such additional information may include a description of furnishings and/or any equipment or service the proposer will include as a part of the proposal in addition to the specifications contained in this RFB.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

**SECTION III
GENERAL PROVISIONS**

3.1 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:

- 3.1.1 The Contractor fails to make delivery of goods or services as specified in this contract; or
- 3.1.2 The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.
- 3.1.3 The Workforce Alliance shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the Alliance may authorize in writing), they shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.2 Termination for Convenience: The Workforce Alliance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Workforce Alliance shall determine that the termination is in the best interest of the Workforce Alliance. 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.

3.3 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:

**Workforce Alliance
Chief Operating Officer
300 W Douglas, Suite 850
Wichita Kansas 67202
Telephone: 316-771-6600
Fax: 316-771-6690
E-mail: Chad@workforce-ks.com**

3.4 Rights and Remedies: The Workforce Alliance shall be obligated only for those services and materials 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 prorated for that portion of the contract period services were provided to and/or goods were accepted by the Workforce Alliance subject to any offset by the Workforce Alliance for actual damages including loss of federal matching 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.

- 3.5 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.
- 3.6 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.
- 3.7 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 whatsoever.

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.

- 3.8 Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor and shall be fully qualified to perform the work required.
- 3.9 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 Workforce Alliance. If the proposer's has any conflict of interest, those conflicts shall be identified and all measures shall be taken and put in place to ensure any conflict of interest has no impact on the outcome of this request for proposal.
- 3.10 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 all laws, rules, and regulations. 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 Workforce 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.
- 3.11 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.
- 3.12 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 Alliance property. The Contractor shall do nothing to prejudice the Alliance's right to recover against third parties for any loss, destruction or damage to Alliance property.

- 3.13 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 three (3) years 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.

- 3.14 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.
- 3.15 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. Any changes to the contract required to maintain compliance with laws, rules, regulations or to update for new laws shall be incorporate into the contracts automatically through a written notice.
- 3.16 Assignment:** The selected proposer is prohibited from assigning, transferring, conveying, 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.

- 3.17 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.
- 3.18 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.
- 3.19 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 proposal or termination of the contract.
- 3.20 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 proposals 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 request closing date. The Workforce Alliance reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.
- 3.21 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.
- 3.22 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.
- 3.23 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.

- 3.24 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.

3.25 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.

3.26 Insurance: The Successful Proposer shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Workforce Alliance.

3.27 Taxes: Proposers shall be current on all local, state, and federal taxes. Proposer shall provide a current State of Kansas Tax Clearance from the Kansas Department of Revenue.

3.27 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. Payment terms will be net 30.

3.28 Payments: Payments shall not be made for costs or items not listed in the proposer's response.

3.29 Award: Awards will be made by the Workforce Alliance based upon the best interest of the Workforce Alliance. The successful proposer's will be notified in writing by the Workforce Alliance. Neither the proposer's nor the Workforce Alliance is obligated in any way until the contract has been approved and signed by all parties.

SECTION IV SPECIAL PROVISIONS

4.1 Proposal Format: The following information shall be part of the technical 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;
 - (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;
 - (f) 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;
 - (g) 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;
 - (h) 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's 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, proposer 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 Alliance.

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

- 4.3 Subcontractors:** The contractor shall be the sole source of contact for the contract. The chosen vendor will not subcontract any work under the contract to any other firm.
- 4.4 Qualifications:** A description of the proposer's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience shall be submitted. The proposer must be an established firm recognized for its capacity to perform. The proposal must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.
- 4.5 Attachments:** Proposers required attachments include the following:
1. Attachment A-- Certificate of Debarment and Suspension
 2. Attachment B—Equal Opportunity
 3. Signature Sheet- Download available on RFP section of workforce-ks.com
 4. State of Kansas Tax Clearance

SECTION V SCOPE OF REQUEST

5.1 SCOPE AND BACKGROUND

The purpose of this RFP is to secure vendors/contractors that can be a Professional Employer of Record for the Workforce Alliance. This contract will be for clients and participants that are taking part in a work experience opportunity through federal, state and/or local funded programs offered by the Workforce Alliance. Contractors will provide payroll services, workers compensation and unemployment insurance, general liability insurance, and other human resource services normally provided to temporary or contract workers.

Currently the Workforce Alliance utilizes work experiences and in our Workforce Innovation and Opportunity Programs (WIOA), Senior Community Service Employment Program (SCSEP), and other programs as appropriate and funding allows. Current placements in WIOA programs approximately less than 30, but could increase to over 100 in the summer months and Senior Community Service Employment Program is approximately 70 with capacity of just under 100. The work experiences and on the job placements range from administrative assistants, janitors, land scape workers, general office/clerical work, manufacturing, IT, and engineering but are not limited to those general job categories. Work hours range from a low of 10 hours to 40 hours a week. In the WIOA program individuals between the ages of 16 to 24 are placed in work experiences with local employers. Any proposer that is unable or has restrictions in the job placement of those between the ages of 16 to 24 must note any restrictions in the proposal. SCSEP participants are over the age of 55.

SCOPE

Duties of Contractor:

- 1) May Perform Job Interviews of participants forwarded to the Contractor by the Workforce Alliance
- 2) Complete all New Hire Paperwork
- 3) Provide any orientation and training for participants
- 4) Assist WA with the placement of participants with employers
- 5) Maintain Payroll and personnel records; withhold and transmit payroll taxes; making unemployment contributions; handling unemployment and workers' compensation claims.
- 6) Provide screening or testing required by worksites (examples: drug testing, TB Testing, Background checks, etc.)
- 7) Notify WA of any accidents or incidents on job sites
- 8) Will ensure all placed participants maintain a safe worksite and OSHA Compliance
- 9) Assist Project Manager with ongoing management and operation of the project
- 10) Provide payroll reports and documentation to the WA
- 11) Provide copies of employee files to WA
- 12) Invoice WA for services provided in a timely manner

Duties of Workforce Alliance:

- 1) Determine eligibility and enroll participants
- 2) Forward participants to contractor for interview and job training
- 3) Secure Job Sites
- 4) Provide job placement and monitoring
- 5) Process Invoices from Contractor in a timely manner
- 6) Monitor activities of Contractor for compliance and outcomes
- 7) Issue payments for invoices based on Net 30 terms.

Background of the Programs

The primary mission of the Workforce Alliance is help individuals gain self-sufficient employment and to help businesses find labor sources. The Workforce Alliance does this through a number of different programs, and some of those programs allow for the use of work experiences. The Workforce Alliance can pay all or part of wages. The primary programs include the Workforce Innovation and Opportunity Act (including adult, dislocated worker, and youth) and Senior Community Service Employment Program (SCSEP).

The Workforce Innovation and Opportunity Act (WIOA) allows different levels of services based on demographics. Services range from basic job search, resume assistance, training, to job placement. WIOA Youth program works with

individuals aged 14 to 24 and can place those individuals in paid work experiences based on barriers and needs. Youth eligible for the program have multiple barriers to completing education or job placement and are typically low income themselves or come from low income families

The Senior Community Service Employment Program (SCSEP) works with older workers to help them gain work experience and provide community service. These individuals typically work 20 to 30 hours a week at a local not for profit or government agency. The goal is to get these individuals placed in unsubsidized employment and may have multiple placements over a 48-month time period.

Attachment B—Equal Opportunity

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the WA, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the WA, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the WA, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to 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 vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the WA, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the WA for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the WA in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the WA, and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of WA are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.