



INVITATION FOR BIDS
Workforce Innovation and Opportunity Act Youth Occupational Training

Date Available: October 2, 2020

Closing Date: November 6, 2020 12:00 PM

Procurement Officer: Chad Pettera

Telephone: 316-771-6600

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

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

Item: Youth Program Occupational Training

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 is requesting bids from private or public sector entities ("bidders") to provide occupational training to Workforce Innovation and Opportunity Act Youth Program (Youth Program) participants. This Invitation for Bid (IFB) is a formal invitation to bidders to submit bids in accordance with the requirements, specifications, and bid format instructions described herein.

READ THIS INVITATION CAREFULLY

Failure to abide by all of the conditions and requirements of this Invitation for Proposals may result in the rejection of a proposal.

INVITATION FOR BID

TABLE OF CONTENTS	PAGE
I. Section I – Conditions to submit a Bid(s)	3
II. Section II – Bid Instructions	6
III. Section III – Scope of Invitation	7
IV. Attachments	9

**SECTION I
CONDITIONS TO SUBMITTING BID(S)**

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

Chad Pettera
The Workforce Alliance of South Central Kansas
300 W. Douglas, Suite 850
Wichita, Kansas 67202
Telephone: 316-771-6600
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 Invitation except with designated participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
As otherwise specified in this Invitation

Violations of this provision by the bidder or Workforce Alliance personnel may result in the rejection of the bid.

- 1.2 Negotiated Procurement:** Final evaluation and award is made by the Workforce Alliance.
- 1.3 Appearance Before Committee:** Any, all, or no bidders 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 bid; or, the Workforce Alliance may award to the low bidder without conducting negotiations. The Workforce Alliance reserves the right to request information from bidders as needed. If information is requested, the Workforce Alliance is not required to request the information of all bidders.

Bidders 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, bidders may submit revisions to their technical and cost bids. Meetings before the Workforce Alliance are subject to the Open Meetings Act. Bidders 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-Bid Conference -** A pre-bid conference will be held at 10:00 AM on October 16, 2020 via Zoom. Those that wish to attend should send a request to Admin@workforce-ks.com indicating who will be attending and a phone number in case of technical difficulties. Requests shall be submitted no later than October 15, 2020 at noon.

Attendance is not required at the pre-bid conference but highly encouraged. **ALL QUESTIONS REQUESTING CLARIFICATION OF THE REQUEST FOR PROPOSALS TO BE ADDRESSED AT THE PRE-BID CONFERENCE MUST BE SUBMITTED IN VIA EMAIL TO ADMIN@WORKFORCE-KS.COM PRIOR TO 9:00 AM LOCAL TIME ON OCTOBER 13, 2020.** 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 Invitation may result in items being resolved in the best interest of the Alliance. Any modification to this Invitation as a result of the pre-bid conference, as well as written answers to written questions, shall be made in writing by addendum and mailed to all bidders who received the original invitation from the Workforce Alliance. Only written communications are binding.

Chad Pettera
Telephone: 316-771-6600
E-mail Address: Chad@workforce-ks.com
Workforce Alliance of South Central Kansas

1.5 Cost of Preparing a Bid: The cost of developing and submitting a bid 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 Invitation. 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 proposals.

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

All bids 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 Proposer will be scored on experience in providing services to Youth with knowledge of the United States Workforce Innovation and Opportunity Act.

1.6.2 Youth with Low Incomes and Barriers to Education and Employment. Bidders will be scored based on knowledge and experience working with individuals aged 14-24 who are low-income and have barriers to education and employment.

1.6.3 Price of Proposal. The WA expects the Proposer to provide existing services to Youth participants who are in need of the service at a rate and level not exceeding that which is available to any person seeking services independently. If services are available at no charge to any person seeking services independently, no charge shall be levied to Youth participants.

1.6.4 Timing of Delivery. Services will be provided between January 2nd, 2020 and June 30, 2025. The numbers of participants who will utilize the proposed service(s) are unknown, as services are determined on an individual basis per the participants' needs. Not all participants will be in need of all services.

1.6.5 Technical Response. The extent to which the Proposer effectively demonstrates an understanding of the needs of the Workforce Alliance, as described in this IFP.

1.6.6 Response Format and Completeness. Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The bid is to be complete, clear, and understandable. Pages are to be consecutively numbered.

1.6.7 Financial Ability. The Proposers 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 bids; modify any criteria in this Invitation; and unless otherwise specified, to accept any item in a proposal.

1.8 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.

1.9 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.

1.10 Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful Proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Invitation.

1.11 Debarment of Proposers. Any Proposer who defaults on delivery as defined in this Invitation 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.

1.12 Insurance: The 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 bidder shall bear the risk of any loss or damage to any personal property provided by bidder. Certificate of insurance proving coverage of property, occupants, invitees, building, and the environment must be provided to the Workforce Alliance.

SECTION II BID INSTRUCTIONS

- 2.1 Preparation of Bid.** The Workforce Alliance has the right to rely on any price quotes provided by Proposers. The Alliance reserves the right to reject bids which contain errors.

The Proposer must submit a narrative not to exceed 10 pages of information about the organization and the offerings in this bid. The Proposer should also submit a bid sheet to summarize the costs to accompany the narrative. The contract can use the sample bid sheets provided, or provide a similar document/sheet. The Proposer should also include a signature sheet (all available at www.workforce-ks.com in the RFP section) for which the Proposer wants to provide.

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 cost was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or Alliance employee.

- 2.2 Signature of Bids:** Each Proposer 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 Proposer's social security number or Federal Employer's Identification Number and DUNS.
- 2.3 Acknowledgment of Addenda:** The Workforce Alliance reserves the right to change the acquisition schedule and amend the IFP prior to the due date of responses. If it becomes necessary to revise any part of the IFP, an Addendum shall be published at www.workforce-ks.com under the About and RFP Tab. 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.
- 2.4 Modification of Bids:** 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.
- 2.5 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.
- 2.6 Proposer 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.

Proposer results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining bid tabulation from the Workforce Alliance.

Copies of individual proposals may be obtained under the Kansas Open Records Act by emailing chad@workforce-ks.com to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be emailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.7 Notice of Award:** An award is made on execution of the written contract by all parties. Only the Alliance is authorized to issue news releases relating to this Invitation, its evaluation, award and/or performance of the contract.
- 2.8 Additional Proposals:** Proposers may submit only one bid. However, the Proposer may propose to provide any one service or combination of services.

**SECTION III
SCOPE OF INVITATION**

3.1 SCOPE AND BACKGROUND

The purpose of this Request for Bids is to secure Proposers which can provide Workforce Innovation and Opportunity Act (WIOA) Youth Occupational Skills Training to WIOA Youth Program participants in Butler, Cowley, Harper, Kingman, Sedgwick, and Sumner counties in need of such services. The Workforce Alliance of South Central Kansas (WA) intends to compile an approved Proposers list indicating the name and location of successful bidder(s) and the activities the successful bidder(s) will provide to Youth participants. The Workforce Alliance provides WIOA Youth Services in the following counties in south central Kansas: Butler, Cowley, Harper, Kingman, Sedgwick, and Sumner.

The numbers of participants who will utilize the proposed service(s) are unknown, as services are determined on an individual basis per the participants' needs.

The WA expects the bidder to provide existing services to Youth participants who are in need of the service at a rate and level not exceeding that which is available to any person seeking services independently. If services are available at no charge to any person seeking services independently, no charge shall be levied to Youth participants.

Bids will be reviewed monthly and the Board or Committee of the Board will make a final decision on contract awards. Contracts will have to be in place between the Proposer and the WA for any youth participant to be eligible for Occupational Skills Training through a Proposer.

Description of Services Sought

The objective of occupational skills training is to assist the participant in obtaining skills required to ensure self-sufficient employment.

Occupational skills training is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

Occupational skills training must be: outcome-oriented and focused on an occupational goal, be of sufficient duration to impart the skills needed to meet the occupational goal, and result in attainment of a recognized post-secondary credential, associate degree, bachelor degree, or a skill recognized by employers in accordance with the United States Department of Labor definitions.

Duties of Proposers for All Services:

- 1) Provide services to Youth participants who are referred by the WA in accordance with this RFP
- 2) Complete WA forms and paperwork as requested
- 3) Invoice WA for services provided in a timely manner

Duties of WA:

- 1) Determine eligibility and enroll participants
- 2) Refer participants to Proposer for services
- 3) Process Invoices from Proposer in a timely manner
- 4) Monitor activities of Proposer for compliance and outcomes

Timeline:

- 1) Nov 2020 WA Board Review
- 2) Dec 2020 Contracts Drafted and Executed
- 3) January 2nd, 2021 Contract Start
- 4) June 30th, 2025 contract expires

Background of the Youth Program

The Youth Program serves a mix of out of school and in school youth between the ages of 14-24 with a mix of barriers to education and employment. The majority of the participants in the program, at least 75%, are out of school youth at the time of enrollment.

Out of School Youth are as follows:

- Between the ages of 16 and 24
- Not attending or enrolled at any school
- Eligible to work in the United States
- One of the following options
 - School dropout
 - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
 - An individual who is subject to the juvenile or adult justice system
 - A homeless individual, homeless child, or youth
 - A runaway
 - In foster care or has aged out of the foster care system
 - A child eligible for assistance under Section 477 of the Social Security Act
 - An out of home placement
 - Pregnant or parenting
 - Individual with a disability
 - Recipient of a secondary school diploma or its recognized equivalent and is low income and basic skills deficient or an English language learner
 - Low income individual who requires additional assistance to enter or complete an educational program or to secure and hold employment

In School Youth are as follows:

- Between the ages of 14 and 21
- Attending school, either secondary or post secondary
- Eligible to work in the United States
- Low income
- One of the following options
 - Basic skills deficient
 - An English language learner
 - Offender
 - A homeless individual, homeless child or youth
 - A runaway
 - In foster care or has aged out of the foster care system
 - A child eligible for assistance under Section 477 of the Social Security Act
 - An out of home placement
 - Pregnant or parenting
 - Individual with a disability
 - Individual who requires additional assistance to complete an educational program or to secure and hold employment, eligibility under this option is limited to 5% of in school youth

Costs: Costs for the program can be less than the public advertised rate, but can't be more than the cost charged to any other student. Cost in the final contract can be stated as the cost advertised and approved by the governing body of the institution/organization.

Enclosed are bid sheets that can be used. The bid sheets show the general information needed for the Workforce Alliance to evaluate bids. If the proposer has a preferred format, that can be substituted, as long as enough information is provided that a general person can understand the program, the outcome available, and costs. Bidder can provide more than one bid sheet for each type of program.

The WA has limits on the costs reimbursed by our training programs per participant. The limits are:

Aviation Manufacturing	\$6,000
Health Care	\$6,000
Information Technology	\$5,000
All other Programs	\$4,500

Attachment A-- Certificate of Debarment and Suspension

**WORKFORCE ALLIANCE SERVICE PROVIDER
CERTIFICATE OF DEBARMENT AND SUSPENSION**

Proposer: _____

DEBARMENT AND SUSPENSE REGULATIONS

Bidders and their Proposers are to require applicants for Federal assistance funds to submit a Certification of Debarment and Suspension. Sub-recipients and their subgrantees may rely on the certification document and are not required to check the List of Parties Excluded from Procurement of Non-Procurement Programs prior to approving contract. The Certificate, however, must be on file with the Sub-recipient for each covered transaction.

COVERAGE: Covered transactions include, but are not limited to, grants, cooperative agreements, payment or specified use and subcontracts. Non-mandatory awards to Sub-recipients are also covered by the regulations, e.g. competitive awards to Sub-recipients.

Sub-tier grantees are those below the level where funding is an entitlement of is mandatory. These include all grantees other than States, State agencies and LAs. The requirement to obtain a signed certificate is only for procurement of more than \$25,000.00 except for procurement of services, regardless of the amount, under which the person providing the services will have critical influence on or substantive control over the covered transaction.

EXCEPTIONS: Exempt from the regulations are: 1) Grants which are statutory entitlements or mandatory awards. 2) Procurements (contracts) of goods or services for amount less than \$25,000.00 are exempt from the regulations except in those instances in which the person providing the services will have a critical influence or substantive control over the transaction. If the Sub-recipient has individual contracts of less than \$25,000.00 with a specific Proposer, but when the individual contracts are added together total more than \$25,000.00, the Sub-recipient is required to secure a Certificate of Debarment and Suspension from the Proposer.

**CERTIFICATION OF DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part of the May 26, 1988, Federal Register pages 19160-19211.

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such a prospective participant shall attach an explanation to this bid.

Name (print) and Title of Authorized Official

Signature

Date

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 Proposer or subProposer, Proposer 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 Proposer, subProposer, Proposer 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 Proposer 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 Proposer shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the Proposer fails to comply with the manner in which the Proposer reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the Proposer 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 Proposer 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 Proposer 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 Proposer 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 subProposer or Proposer.
- C. Requirements of the WA, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Proposer, supplier, Proposer or subProposer 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 Proposer, supplier, Proposer or subProposer 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 Proposer, supplier, Proposer or subProposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, supplier, Proposer or subProposer, 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 Proposer, supplier, Proposer or subProposer shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Proposer, supplier, Proposer or subProposer 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 Proposer, supplier, Proposer, or subProposer fails

to comply with the manner in which he/she or it reports to the WA in accordance with the provisions hereof, the Proposer, supplier, Proposer or subProposer 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 Proposer, supplier, Proposer or subProposer 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 subProposer, subProposer or sub supplier.
5. If the Proposer fails to comply with the manner in which the Proposer reports to the Department of Finance as stated above, the Proposer 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 Proposers, subProposers, Proposers 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 Proposers, suppliers, Proposers or subProposers 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 Proposer, subProposer, Proposer 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.