

FLINT HILLS
REGION

FLINT HILLS REGIONAL COUNCIL

REQUEST FOR PROPOSALS (RFP)

for

REGIONAL WORKFORCE NEEDS SOFTWARE & DATA

PROFESSIONAL SERVICES AGREEMENT

RFP No. 21-03

Issued: July 2, 2021

PROPOSAL SUBMISSION DEADLINE: August 2, 2021

E-mailed or Postmarked by Monday, August 2, 2021 or Delivered by 5 PM CST

NO LATE PROPOSALS WILL BE ACCEPTED

Pre-Proposal Conference will be held online:

Flint Hills Regional Council, Inc. (FHRC) is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference

Time: July 12, 2021 - 1:00 PM (CST)

Join Zoom Meeting

<https://us02web.zoom.us/j/88648695605>

Meeting ID: 886 4869 5605

One tap mobile

+13462487799,,88648695605# US (Houston)

+16699009128,,88648695605# US (San Jose)

Join Zoom Meeting

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Meeting ID: 886 4869 5605

One tap mobile

+13462487799,,88648695605# US (Houston)

+16699009128,,88648695605# US (San Jose)

RETURN THIS COVER SHEET WITH RESPONSE (by 5 PM AUGUST 2, 2021 IN ONE OR MORE OF THE FOLLOWING METHODS:

FLINT HILLS REGIONAL COUNCIL
PO BOX 514
OGDEN, KANSAS 66517

AND/OR emailed to marissa@flinthillsregion.org

NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:

Contact Person: _____

Title: _____

Phone: _____

E-mail: _____

Signature: _____

Printed Name: _____

For Additional Information:

Marissa Jones-Flaget, Recovery & Resiliency Planner

marissa@flinthillsregion.org

Request for Proposals

Flint Hills Regional Council, Inc. (FHRC) invites participation in this Request for Proposals (RFP) for experienced and qualified vendor(s) and/or contractor(s) to provide software that supports workforce needs, economic modeling information, and prescriptive consulting as it pertains to COVID-19 recovery and resiliency throughout the Flint Hills Region.

FHRC is a non-profit 501(c)3 serving as a voluntary service association of local Kansas governments to provide services of mutual benefit to the region that are best gained from cooperation and partnership. The mission is to enhance economic viability and improving collaboration in the Flint Hills. A significant component of this mission includes Regional Recovery and Resiliency coordination efforts.

The resiliency of our region is dependent upon the strength of our economy and our workforce. The FHRC is seeking these services to gain a 360-degree view of our regional workforce climate and better understand how to effectively contribute to the recovery and resiliency of our region through targeted workforce interventions. Vendor(s) and/or contractor(s) are invited to participate in this RFP in part or in full. The successful contractor(s) and/or vendor(s) will secure a Professional Services Agreement with FHRC if an award is made from this RFP.

1.0 **SUBMISSION OF PROPOSALS**

1.1 Responding contractors shall submit the proposal **via e-mail OR** one (1) original hard copy proposal with flash drive of all Proposal documents saved in PDF or Microsoft Office Suite formats, in sealed packages adequate to contain and protect the proposals within. Proposer's name and address as well as the RFP number and title shall be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

1.2 **E-mail OR Mail Responses to the Following Address:**

E-mail:

marissa@flinthillsregion.org

Mail:

Flint Hills Regional Council, Inc.
PO Box 514
Ogden, Kansas 66517

2.0 **DELIVERY OF PROPOSALS**

Proposals shall be e-mailed, postmarked, or hand-delivered no later than **Monday, August 2, 2021** to address provided above by **5 PM, CST**. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer will be the responsibility of the Proposer. Proposals shall be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date will be stamped on hand-delivered submittals to track timely submittals. **Late Proposal documents will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Proposers are advised that the FHRC, to the extent permitted by law, will protect the confidentiality of their Proposals. The Proposer shall consider the implications of the Kansas Open Records Act, particularly after the RFP process has ceased and the contract has been awarded.

4.0 COMPLETION OF RESPONSES

- 4.1 Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the FHRC.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP shall be requested from Marissa Jones-Flaget, Recovery & Resiliency Planner, by **July 16, 2021 by 5 PM CST.**
- 5.2 If the FHRC, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the FHRC, and Proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract(s) are not binding.
- 5.3 Requests for explanations or clarifications may be emailed to marissa@flinthillsregion.org. Emails shall clearly identify the RFP Number and Title in the subject line of the e-mail.
- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

- 7.1** It is understood that the FHRC reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the FHRC.

Receipt and consideration of any Proposals shall under no circumstances obligate the FHRC to accept any Proposals or award any contract for service. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

- 7.2** The FHRC reserves the right to award a single contract or multiple contracts to meet the needs of the listed Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	Friday, July 2, 2021
Pre-Proposal Conference	Monday, July 12, 2021, 1:00 PM (CST)
Deadline for Questions	Friday, July 16, 2021, 5:00 PM(CST)
Proposals Due Date	Monday, August 2, 2021 by 5:00 PM(CST)
Proposals Evaluated	August 3, 2021 through August 11, 2021
Contract Negotiations	August 12, 2021 through August 13, 2021
Board Approval	August 16-20, 2021
Contract Execution	August 20, 2021 through August 27, 2021
Services Begin	Upon full execution of agreement

Note: Contract Negotiations, Board Approval and Contract Execution timeline may be expedited prior to these dates depending on the number of proposals received and ability to obtain Board approval prior to regular scheduled meeting. The timeline may also be delayed as well depending on availability of evaluation committee to review and score each proposal.

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the FHRC, constitutes a valid and binding contract as to any and all items accepted in writing by the FHRC. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The FHRC is exempt from Federal Excise and State Sale Tax; therefore, tax shall not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a Proposal which may be required by the FHRC shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The FHRC reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned.

12.0 CONTRACT INCORPORATION

The contract documents shall include the RFP, the Response to the RFP, and such other terms and conditions as the parties may agree.

13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Operator," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the FHRC's endorsement of the successful Proposer's services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Operators' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the FHRC, officials of FHRC members, or associated officials other than the Recovery & Resiliency Planner and/or the Executive Director of the FHRC, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Operators shall have any contact or discussion, verbal or written, with any members of the FHRC Board of Directors, members of the RFP evaluation, interview, or selection panels, FHRC staff (other than the Executive Director and/or Recovery & Resiliency Planner), or directly or indirectly through others, seek to influence any matters pertaining to this solicitation, except as herein provided. If a representative of any Operators violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Operators being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

15.0 PROPOSAL EVALUATION PROCESS

15.1 An evaluation committee will evaluate the responses to this RFP, may interview one (1) or more contractors/vendors, and may recommend one (1) or more contractors/vendors to the Board of Directors. Selection of a contractor/vendor may be made without discussion with Operators after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

15.2 The FHRC's evaluation committee will review all responsive submittals and select the best evaluated proposals for further interview.

15.3 Proposals will be evaluated and rated according to the following scale for all factors except for the Cost.

- | | |
|---|---|
| 1 | Does not meet needs or minimum goals or standards |
| 2 | Meets minimum goals or standards |
| 3 | Exceeds required goals or standards |
| 4 | Exceeds required goals or standards and provides an exceptional value to the FHRC |

- 15.4 Points will be allocated to proposals based on the average rating received from the evaluation committee members. The maximum points available for each evaluation factor are listed in Section 16.0, below.
- 15.5 The FHRC anticipates selecting Operator(s) that will be recommended to the Board of Directors for award of a contract to provide the requested services to the FHRC.
- 15.6 The FHRC reserves the right to reject any or all proposals.

16.0 PROPOSAL EVALUATION FACTORS

- 16.1 Contractor's/Vendor's Qualifications and Relevant Experience – up to 40 points available
- 16.2 Extent to which the services offered meet or exceed the FHRC's requirements – up to 15 points available
- 16.3 Time required to complete Scope of Work – 10 points available
- 16.4 Best Value to provide specified services – up to 25 points available
- 16.5 Certified Small/Disadvantaged and Minority or Women-Owned Business – 10 points available

17.0 GENERAL PROVISIONS

The Contractor(s) and/or Vendor(s) may not assign its rights or duties under an award without the prior written consent of the FHRC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

18.0 ERRORS OR OMISSIONS

The Contractor(s) and/or Vendor(s) will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor(s) and/or Vendor(s) shall promptly notify the FHRC Recovery & Resiliency Planner in writing of such error or omission it discovers. Any significant errors, omissions, or inconsistencies in this RFP are to be reported no later than ten (10) days before the RFP response is to be submitted.

19.0 TERMINATION

- 19.1 Any contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered are terminated by the FHRC with a thirty (30) day written notice prior to cancellation. In the event of termination, the FHRC reserves the right to award a contract to the next ranked/best Operator as it deems to be in the best interest of the FHRC.
- 19.2 Further, the FHRC may cancel this contract without expense to the FHRC in the event that funds have not been appropriated for expenditures under this contract. The FHRC will return any delivered but unpaid goods in normal condition to the Contractor(s) and/or Vendor(s).

20.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the FHRC has reason to question the Contractor's/Vendor's intent to perform, the FHRC may demand that the Contractor/Vendor give written assurance of Contractor's/Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the FHRC may treat this failure as an anticipatory repudiation of the contract.

21.0 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the FHRC and approved by FHRC Board of Directors.

22.0 VENUE

The agreement(s) will be governed and construed according to the laws of the State of Kansas.

23.0 CONFLICT OF INTEREST

No public official shall have interest in this contract.

24.0 CONTRACT CONSTRAINTS AND CONDITIONS

25.0. All services shall be provided in accordance with applicable requirements, laws of the State of Kansas, and applicable federal laws.

24.1. The contract(s) awarded from this RFP shall be executed to cover the: (1) initial software procurement, launch, and support for a one (1) year term with an option to renew agreement to continue maintenance and support on a year-to-year basis at the FHRC's sole discretion; and (2) prescriptive consulting for time required to complete the scope, not to exceed June 15, 2022. Renewal options shall be exercised in writing by the FHRC.

25.0 INVOLVEMENT OF MINORITY AND BUSINESS ENTERPRISES (MWBE)

Certified small/disadvantaged and minority or women-owned businesses are encouraged to submit proposals for consideration, as ten (10) points will be granted to businesses that meet this requirement, and must submit certification as verification as component of the proposal.

25.1. PAYMENTS

25.2. All payment terms shall be "Net 30 Days" from receipt of invoices unless otherwise specified in the Proposal.

25.3. Invoices shall be submitted to the Flint Hills Regional Council no more frequently than every two weeks following completion of the milestone/work by the Contractor, inspection, and acceptance of the work.

25.4. Discrepancies from work requirements shall be corrected and accepted by the FHRC before submission of an invoice for the work.

26.0. CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the FHRC Executive Director, in writing, of a company name, ownership, or address change for the purpose of maintaining updated records. The president of the company or authorized official shall sign the letter. A letter indicating changes in a company name or ownership shall be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

27.0. BACKGROUND

The Flint Hills Regional Council (FHRC) serves local Kansas governments to provide services of mutual benefit to the Flint Hills Region that are best gained from cooperation and partnership. FHRC's mission is to enhance economic viability and improve quality of life in the Flint Hills. The FHRC also serves as the administrator of the seven (7) county Flint Hills Economic Development District (FHEDD), as designated by the Economic Development Administration (EDA).

Given its purpose and mission, the FHRC has a significant role in COVID-19 regional recovery and resiliency efforts for seven (7) counties and more than 25 member jurisdictions. To support FHRC's role in COVID-19 regional recovery and resiliency efforts, FHRC has been awarded EDA Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. A primary purpose of these funds is to create a regional economic recovery and resiliency plan that will feed into the FHEDD's Comprehensive Economic Development Strategy (CEDS). The formulation and successful implementation of this plan requires procurement and implementation of software solutions and data collection that supports regional resiliency.

Regional resiliency is a key component of the CEDS. Resiliency involves the strength of a community's economy, society, and environment. The CEDS identifies several threats to the resiliency and strength of our region's economy, such as inadequate work force, reduction in forces at Fort Riley Military Installation, and loss of rural jobs. In addition to the CEDS, the Community Impacts Associated with Army Personnel Reductions at Fort Riley (CIAR) has highlighted workforce needs as a priority, specifically related to addressing skills gaps, career readiness training, job placement, and retention of separating personnel from Fort Riley. We can begin to address these threats and work towards becoming a more resilient region through better understanding our workforce needs, skills gaps, and economic modeling.

The FHRC has three (3) primary goals with this project: (1) to procure and launch a software solution(s) that supports workforce needs and supplements existing local and state resources without duplication; (2) obtain economic modeling information to help guide decisions and include in regional reports and plans; and (3) utilize professional consulting services to help guide workforce recommendations and understand skills gaps throughout our region. The workforce needs software solution(s) must provide back-end users with data to help guide decision making in the areas of training needs, economic development opportunities, and any other data the Operator deems useful to fulfill this goal. The workforce software solution(s) must provide front-end users with data to help identify transferrable skills, career pathways, training opportunities, and any other data the Operator deems useful to fulfill these goals. Professional consulting services are optional and may be utilized to help conduct an economic impact analysis to inform workforce recommendations or to conduct a skills gap analysis in support of recommendations outlined in the CIAR and weaknesses highlighted in the CEDS.

The workforce software solutions would be used by internal and external stakeholders to supplement existing local and state workforce resources, while providing FHRC staff and stakeholders with regional information necessary to support the recovery and resiliency of the Flint Hills Region. Current economic modeling information and recommendations or analysis provided through professional consulting services are intended to be incorporated into the regional economic recovery and resiliency plan. These services are critical to our success in strengthening our region.

28.0. OBJECTIVE

- 28.1.** The FHRC is seeking a Contractor(s)/Vendor(s) that can and will provide competitive pricing, an excellent software solution(s), excellent professional consulting services, and exceptional customer service.

29.0 SCOPE OF WORK

The FHRC requests proposals to:

- 29.1. Procure and launch a software system (s) that would** serve as a regional workforce hub with functionality for both front-end and back-end users:

Front-End Users

- 29.1.1.** Must be accessible to people with disabilities (i.e., follow WCAG)
- 29.1.2.** Connects job seekers throughout the region to real-time job postings
- 29.1.3.** Identify in-demand occupations and future career paths
- 29.1.4.** Ability to identify transferrable skills
- 29.1.5.** Identify reskilling opportunities
- 29.1.6.** Other functionality the Operator deems useful in fulfilling the project goals

Back-End Users

- 29.1.7.** Two (2) user accounts for FHRC staff
- 29.1.8.** Flexibility to filter data and generate reports/graphics
- 29.1.9.** Includes workforce and occupation data/trends
- 29.1.10.** Identify regional employer demands (personnel, skills, certifications, etc.)
- 29.1.11.** Ability to identify transferrable skillsets
- 29.1.12.** Other functionality the Operator deems useful in fulfilling the project goals

- 29.2. Procure software system with current economic modeling information** such as regional employment and occupational trend data as well as any other data the Operator deems useful in fulfilling the project goals
- 29.3. Maintenance and Support** -List maintenance and support cost for year-one and annual cost post the first-year.

29.4. OPTIONAL SERVICES – (To be priced separately)

29.4.1. Economic Impact Analysis: Evaluate the impact COVID-19 has had on regional workforce.

29.4.2. Skills Gap Analysis: Conduct a regional Skills Gap Analysis to quantitatively identify how effectively the region is producing the talent necessary to meet the region's future occupational demand.

29.4.3. Training: Vendor to provide one (1) onboarding/training session for FHRC staff.

30.0. PROPOSAL RESPONSES

30.1. Proposals shall include:

30.1.1. Qualifications, Experience and References to accomplish Scope of Work.

30.1.2. Proposed Approach - Detailed summary of the approach used to carry out the Scope of Work as outlined to develop the requested deliverables.

30.1.3. Proposed Timeline to complete the Scope of Work

30.1.4. Cost Proposal - Detailed cost breakdown associated with each element

30.1.5. Certification of Small/Disadvantaged and Minority or Women-Owned Business (if applicable)