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**REQUEST FOR PROPOSALS**

**LEASED SPACE  
FOR APPROXIMATELY 3,100 to 3,600 SQUARE FEET**

**Available- April 19, 2021 – 5:00 p.m. CDT  
Closes- May 20, 2021 – 5:00 p.m. CDT**

For Information Contact:

Leanne Kehres  
Executive Director  
215 W. 6<sup>th</sup> Ave  
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Emporia, KS 66801  
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**Southeast KANSASWORKS, Inc.**  
**Request for Proposals (RFP)**  
**Leased Space**

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**Southeast KANSASWORKS, Inc.**  
**Request for Proposals (RFP)**  
**Leased Space**

**I. Introduction**

**A. Purpose**

The Southeast KANSASWORKS, Inc., Inc., is issuing this Request for Proposals (RFP) for the purpose of securing leased space for the location of the Independence Workforce Center. Southeast KANSASWORKS is searching for between 2,900 to 3,900 square feet of office space to operate the Independence Workforce Center. The different functions of the Independence Workforce Center are performed by multiple agencies, with Southeast KANSASWORKS being the entity that is responsible for the performance and outcomes of the workforce development system. Southeast KANSASWORKS operates the current system through Memoranda of Understanding(s) or other legal agreements with multiple partner agencies including the Kansas Department of Commerce.

**B. Funding Sources**

The primary funding source for this RFP is the Workforce Innovation and Opportunity Act (WIOA) passed into law July 22, 2014. The purpose of the Act is to provide workforce investment activities through statewide and local workforce investment systems. These systems will increase the employment, retention, and earnings of participants; and increase the attainment of occupational skills by participants, resulting in a qualified workforce, which reduces welfare dependency, and enhances the productivity and competitiveness of the nation.

**II. General Instructions**

**A. Request for Application**

Southeast KANSASWORKS is soliciting proposals from qualified entities to provide leased space for Southeast KANSASWORKS, Inc. to operate the Independence Workforce Center. The purpose of this Request for Proposal (RFP) is to solicit proposals and provide general guidelines and procedures for submitting such a proposal. The individual(s) named below is the point of contact for this RFP.

Leanne Kehres  
[leanne@sekworks.org](mailto:leanne@sekworks.org)  
Southeast KANSASWORKS, Inc.  
215 W. 6<sup>th</sup> Ave  
Suite 104  
Emporia, KS 66801  
(620) 208-6341

**B. Submission of Proposals**

1. SEKWORKS must receive the proposal(s) via electronic delivery (email, dropbox, etc.) no later than 5:00 p.m. Central Standard Time, May 20, 2021. Notice of delivery must or download ability must be

received at [leanne@sekworks.org](mailto:leanne@sekworks.org) prior to the deadline. Email attachments must not exceed 8 mb. For proposal over 8 mb please use a USB device or a secure online file download service such as Dropbox or Google drive. If you are submitted your proposal in a USB storage device, please sent it to the following address:

Southeast KANSASWORKS, Inc.  
Independence Workforce Center  
ATTN: Leased Space RFP  
215 W. 6<sup>th</sup> Ave, Suite 104  
Emporia, KS 66801

Late proposals will not be accepted. SEKWORKS will provide a receipt verifying the time and date the proposal is received. If respondents send their proposals via U.S. Postal Service, UPS, or any other type of delivery service, respondents are responsible for requesting proof of delivery date and time from their chosen carrier.

The cost of developing and submitting the proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of engagement, preparation of the proposal, submitting the proposal, negotiating for the Contract and other costs associated with this Request for Proposal. All responses will become the property of Southeast KANSASWORKS and will be a matter of public record after the award of the Contract or rejection of the bid.

#### C. Key Dates

April 19, 2021 5:00 p.m. CDT	RFP available for distribution
May 7, 2021 10:00 a.m. CDT	Virtual Pre-Bid Conference
May 20, 2021, 5:00 p.m. CDT	Deadline for proposals to be received.

#### D. General Information

**Inquiries:** All inquiries, written or verbal, shall be directed to Southeast KANSASWORKS, Inc.

Leanne Kehres  
Southeast KANSASWORKS, Inc.  
215 W. 6<sup>th</sup> Ave, Suite 107  
Emporia, KS 66801  
Telephone: 620-366-0046  
E-mail Address: [Leanne@sekworks.org](mailto:Leanne@sekworks.org)

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

**Negotiated Procurement:** Final evaluation and award is made by Southeast KANSASWORKS.

**Appearance Before Committee:** Any, all, or no proposers may be required to appear before Southeast KANSASWORKS to explain their understanding and approach to the project and/or respond to questions from Southeast KANSASWORKS, Inc. concerning the proposal. Southeast KANSASWORKS, Inc. reserves the right to request information from proposers as needed. If information is requested, Southeast KANSASWORKS, Inc. is not required to request the information of all proposers.

Proposers selected to participate in negotiations may be given an opportunity to submit a best and final offer to Southeast KANSASWORKS. Prior to a specified deadline for best and final offers, proposers may submit revisions to their proposals. No additional revisions shall be made after the specified deadline unless requested by Southeast KANSASWORKS, Inc.

Meetings before Southeast KANSASWORKS, Inc., Local Area V Workforce Investment Board are subject to the Open Meetings Act.

**Pre-proposal Conference** - A pre-proposal conference will be held at 10:00 AM CDT on May 7, 2021 virtually. Individuals that wish to attend the pre-proposal conference must RSVP by 5:00 May 19, 2021 to [leanne@sekworks.org](mailto:leanne@sekworks.org). A virtual meeting link will be provided to all respondents that request to attend.

Attendance is not required at the pre-proposal conference but is encouraged. Southeast KANSASWORKS, Inc. will address questions asked at the pre-proposal conference to the best of their abilities. Official responses will be provided in writing no later than 5 PM CST on May 12, 2021. Official answers or positions of Southeast KANSASWORKS, Inc. would be those provided in writing. Questions with official responses will be posted at [www.sekworks.org](http://www.sekworks.org). It is the proposer's responsibility to review the information provided.

Failure to notify Southeast KANSASWORKS, Inc. of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Southeast KANSASWORKS, Inc. Any modification to this Request because of the pre-proposal conference, as well as written answers to written questions, shall be made in writing and posted at [www.sekworks.org](http://www.sekworks.org). Only written communications are binding. It is the proposers' responsibility to periodically check [www.sekworks.org](http://www.sekworks.org) for updates or modifications to this RFP.

## **Proposals**

**Criteria for Evaluating Bid Proposals:** Southeast KANSASWORKS, Inc. shall make an award in the best interest of Southeast KANSASWORKS, Inc.

**General.** The proposer should develop a proposal through a process that considers the mission and vision of Southeast KANSASWORKS, Inc. All proposals submitted in response to the RFP will be evaluated by Southeast KANSASWORKS, Inc. using the following criteria and factors (listed in no particular order of importance):

**Technical Response.** The extent to which the proposer effectively demonstrates an understanding of the needs of the agency as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the proposer's proposal, and the extent to which the proposer may suggest recommendations for improvements.

**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, concise, and understandable. Pages are to be consecutively numbered.

**Financial Ability.** The proposer demonstrates a financial ability to implement, manage and maintain the proposed offering.

**Experience and Qualifications.** The proposer's general experience and qualifications, and Southeast KANSASWORKS, Inc.'s assessment of the proposer's ability to perform the work in a timely and professional manner.

**COST.** Southeast KANSASWORKS, Inc. will perform a cost analysis on all bids selected for review.

**FACILITY FUNCTION AND APPEARANCE.** Southeast KANSASWORKS, Inc. will review all bids and determine which facilities best meet the specifications included in the request. Southeast KANSASWORKS, Inc. will also analyze the function and appearance which best fits the needs of the organization and support the mission and vision of the operation.

**Acceptance or Rejection:** Southeast KANSASWORKS, Inc. 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.

**Agreement:** The successful proposer will be required to enter into a formal contract/lease that is acceptable to the Southeast KANSASWORKS, Inc. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful proposer and Southeast KANSASWORKS, Inc. The proposer's response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for this project.

**Agreement/Lease Formation:** No agreement/lease shall be considered to have been entered into by Southeast KANSASWORKS, Inc. until all statutory required signatures and certifications have been executed; and a written lease has been signed by the parties.

**Protest Rights:** If a respondent believes their right were violated in the solicitation or selection process and for those whose proposals were rejected, you may submit your inquiry to Leanne Kehres at [leanne@sekworks.org](mailto:leanne@sekworks.org). The respondent's inquiry will be presented to the Local Area V Executive Team for review at the next regularly scheduled meeting. A response will be issued no later than 10 days after the regularly scheduled meeting.

**Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the Southeast KANSASWORKS, Inc. Information contained within the selected proposals will be open for public review once a contract is signed or all proposals are rejected. Any information deemed proprietary by the proposer should be labeled as such. The final determination of proprietary will be the responsibility of Southeast KANSASWORKS, Inc. Price/Cost information is not considered proprietary.

**Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Southeast KANSASWORKS, Inc. shall have no responsibility for any taxes associated with this procurement.

**Debarment of Proposer:** Any proposer who defaults on delivery as defined in this Request may be barred after reasonable notice to the person involved and reasonable opportunity for that person to be heard. The Executive Director, after consultation with the attorney of record for Southeast KANSASWORKS, Inc. Board, may debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Executive Director, after consultation with the attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall not be for a period exceeding three years unless an indictment has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person. If the proposer sells the property and ownership transfers to an owner that is debarred this lease will be immediately terminated.

**Insurance:** The SOUTHEAST KANSASWORKS shall not be required to purchase any insurance against loss or damage to any personal property nor shall Southeast KANSASWORKS, Inc. 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 owned, maintained, or provided by the proposer to Southeast KANSASWORKS, Inc.

**Untenantable Space:** If the Building or leased Premises shall be damaged, destroyed, or rendered untenantable, in whole or in part, by fire, casualty, natural disaster, deterioration, lack of maintenance, or any other failure to perform by the proposer, any payments for leased space shall

abate and lease will terminate if space is not able to be returned to tenantable condition within reasonable time (which will be negotiated as part of final lease).

### **III. General Information and Contractor Requirements**

#### **A. Lease Period**

The lease period for the facility will be from approximately July 1, 2021 through June 30, 2026. The contract may be eligible for three one-year extensions; any extensions must be agreed upon in writing by both parties.

#### *Qualified Proposer*

To be qualified as a proposer responding to this Leased Space Request, the proposer must meet the following requirements:

1. Be an established entity with a proven record of experience providing leased space
2. Have financial resources available to adequately maintain the leased space
3. Not be debarred by the United States Federal Government from providing services to the Federal Government
4. Meet all building codes, laws, regulations, etc.
5. Must be able and willing to accept all terms outlined in this request
6. Abide by all rules, laws, regulations, etc. associated with this request
7. Abide by such guidelines as may be required by the State of Kansas and WIOA regulations

#### **B. Statement of Work**

Southeast KANSASWORKS, Inc. is releasing this Request to operate the Independence Workforce Center and Administrative Offices. Southeast KANSASWORKS, Inc. will make awards based on the best options for providing services to job seekers and employers. Any facility selected may have an independent mechanical and structural inspection by a vendor of Southeast KANSASWORKS, Inc.'s choice before any lease will be executed.

#### **General Criteria**

- The leased space must be within the city limits of Independence, Kansas and must not be in an area designated as a hazardous waste site, landfill, or wetlands area.
- Facilities must be easily accessible by the public
- Restrooms for customers in a common area and employees in a restricted access location, but not required
- Off street parking preferred but not required
- Facility must be ADA (American's with Disabilities Act) and ADAAA (ADA Amendments Act of 2008) compliant.
- Prefer that the proposer be responsible for furnishing and installing telecommunications wiring, outlets or jacks to meet voice and data requirements. See Voice and Data Requirements below for more detail
- The proposer is responsible for meeting safety and security needs in this request



- The facility must be accessible 365 days a year 24 hours a day

**Space Size Requirements (Dedicated Space)- Space requirements could vary based on the layout of the office, items such as private versus public restrooms, shared conference and/or break room, etc. The square footage for spaces listed below are to be used as a basis for the minimum requirements.**

Key- Type Definitions

- E- Enclosed rooms or workstations with hard wall construction with a door
- A- Area partly enclosed or open depending on space plan or building configuration
- O- Open Office Area- Open space for workstations

Function	Type	Average SQ. FT. Per Workstation/Office	Total Usable SQ. FT.
Case Management	O	75	600
General Office	E	200	200
Waiting Area/Front Counter	A	300	300
Classroom Computer Lab	E	500	500
Testing/Interview Room	E	150	150
Public Access Area	O	300	300
Break Room	E	225	225
Conference Room	E	400	400
Classroom	E	300	300
Mechanical/IT Room	E	100	100
File Area	A	100	100
Storage	E	150	150
Printer/Fax/Copier		100	100
Private and/or Public Restrooms	E	200	200

Currently total staff for the workforce center is 9. The facility is typically open Monday through Friday 8 to 5.

**Services To Be Provided by Proposer**

Utilities-

Public utilities will be furnished and paid for by proposer including water, sewer, gas, electricity, air-conditioning, and heat.

Services-

1. Grounds maintenance and landscaping, including cleaning of parking areas, entrances and sidewalks.
2. Snow Removal
3. Pest Control, extermination, and maintaining the facility free from vermin

4. Custodial service and refuse removal on a regular schedule commons area and/or office if available
5. Passenger elevator service if a multi-floor facility
6. Maintenance of men's and women's restrooms together with hot and cold water, cleaning services, all supplies, such as soap, towels, and toilet paper
7. Refrigerated drinking fountains if available
8. Electric current in reasonably sufficient amount for normal business use; including operation of building standard lighting and general office machines
9. Maintenance of building standard fluorescent lighting fixtures and bulbs
10. Heating, ventilation and air conditioning, in season, through the existing air distribution system of the facility, at such temperatures and in such amounts as may be reasonably required for comfortable use and occupancy under normal business operations
11. Window washing of all exterior windows at a regularly scheduled interval or as necessary for professional appearance

#### Repair-

Proposer will repair and maintain in good repair the walls, windows, doors, roof, floors, foundation, heating and air conditioning infrastructure, plumbing, sewer lines, elevators, escalators, electrical wiring and related fixtures, all common areas of and within the structure including entrances, hallways, stairwells, and parking lots, and all other infrastructure. Proposer is responsible for all costs associated with such maintenance. Proposer will use its best efforts to affect such repairs promptly, and in such manner as not to unreasonably interfere with Tenant's occupancy or conduct of business.

If the interior, contents or fixtures of the facility are damaged as a result of failure of the roof, plumbing, HVAC system or other utilities or items that are the maintenance responsibility of the proposer, the proposer agrees to pay the costs to repair or replace the contents or fixtures and to make resulting repairs to the interior. Period of performance for any repairs will be negotiated as part of lease negotiations.

#### Space Design and Construction Requirements-

Parking: Parking areas should be paved with asphalt or concrete and have adequate drainage, striping, and curbs or bumper blocks. The arrangement of the parking should not detract from the image or visibility of the building and should emphasize the location and provide easy access to the front entry. Southeast KANSASWORKS, Inc. expects typical dimensions, clearances and aisle widths to be used in planning for parking areas. Minimum stall width is to be 9.5 feet. Accessible stalls need to meet requirements of Americans with Disabilities Act Accessibility Guidelines. Adequate care is to be taken to consider walkways. Appropriate signs and safety markings must be provided in all parking and driveway areas. Southeast KANSASWORKS, Inc. is willing to negotiate for employee parking that is offsite as long as it is within walking distance.

Telecommunications Wiring, Outlets or Jacks to Meet Voice and Data Requirements: Southeast KANSASWORKS, Inc. will work with the proposer to determine the exact specifications based on building layout. Generally, each staff work area must have at a minimum of 1 network Cat 5e computer networking jack with 2 being preferred. General Work Areas will have an increased need for Cat 5e

wiring as well as cable access and increased electrical needs for copiers and other large office equipment. It is preferred to have 2 network jacks at each workstation. Southeast KANSASWORKS, Inc. has a provider for data and voice service and facility must be able to accept those services. The IT Network Room must be cooled to industry standards ensuring safe and efficient operation of multiple servers and computer equipment.

Acoustics: Care should be taken to consider sound deadening materials and design. Control of noise in the HVAC system and adequate insulation of ductwork is needed.

Restrooms: Common area public restrooms (male and female) must be located within or in close proximity to occupied space. Maintenance of the common area public restrooms will be the responsibility of the proposer. It is preferred but not required to have one set of restrooms (male and female) to be provided in the employee/staff work area within the leased space. Administrative office requires a private restroom. Restroom is to be equipped with an exhaust fan. All restrooms shall comply with ADA design requirements.

Water Fountains: If Water fountains are to be provided they should be adjacent to each set of restrooms. These must be electric refrigerated water coolers and shall comply with ADA design requirements and be fully accessible to disabled individuals if constructed or modified.

Entry Ways: A double door public entry vestibule will be provided of an approximate size of six feet by eight feet would be optimal, but not required. Doors shall be ADA accessible. Alternative powered door opening mechanisms to provide accessibility will be considered. Additional employee entranceway(s) and emergency exits shall be provided.

Interior/Exterior Signs: Provide space to install Southeast KANSASWORKS, Inc signage over the entrance to the main WFC office and provide space to install exterior signage that can be viewed from the street. Provide local/city requirements for signage. Directional and traffic control signs are to be installed in driveways and parking area as needed and required. Parking areas shall also be identified by signs for Accessible ADA stalls.

Windows: A suitable number of Low-E anti-glare exterior windows are desired.

### **Finish Materials**

Selection of typical finish materials will be made by Southeast KANSASWORKS, Inc. from several choices presented by proposer. The proposer should present a recommended material list that takes into account durability and the normal amount of wear and tear associated with Southeast KANSASWORKS, Inc. offices.

The proposer shall be responsible for maintenance and improvements required as a result of typical wear and tear. The proposer shall maintain or replace the selected finish materials as part of the base rent for the term of the lease, according to the reasonable life expectancy of such materials and finishes, except for damages or unusual circumstances caused by Southeast KANSASWORKS, Inc. All finishes and materials in the proposed facility should receive appropriate maintenance or replacement provided by the proposer. Painted walls, carpeting and other flooring are of particular concern to Southeast

KANSASWORKS, Inc. The proposer shall plan on repainting at the beginning of year five and at a minimum of five-year intervals thereafter at no cost to Southeast KANSASWORKS, Inc. Similarly, carpet shall be replaced at the beginning of year five and at a minimum of five year intervals thereafter at no cost to Southeast KANSASWORKS, Inc.

Flooring: Prefer carpet designed for heavy wear (density of not less than 28 ounce weight) for the term of the lease. If carpet is not already installed, Southeast KANSASWORKS, Inc. prefers to choose the carpet to ensure durability and compatible colors. If carpet is to be installed, carpet adhesive shall be solvent free and carpet shall be approved by the Carpet and Rug Institutes Indoor Air Quality Testing Program. Appearance loss and maintenance needs shall be considered in carpet selection. Entrances, restrooms, break rooms should have resilient tile or ceramic tile flooring. Resilient flooring to be 12-inch by 12-inch vinyl composition tile or equivalent. If possible walls should be trimmed out at the bottom with 4-inch vinyl or rubber cove base. Prefer restrooms have a 6-inch cove base that may be integrated with the flooring. Prefer ceramic tile splash back to be placed on walls behind sinks and paper towel holders.

Ceilings: Typical standard ceiling consists of two foot by four foot acoustic ceiling, white metal grid, flush tiles with lay in ceiling light fixtures. Alternatives will be considered. Telecommunications and electrical wiring typically run above dropped ceiling using manufactured commercial wire racks/trays.

Painting: All walls, steel door frames and steel doors should be painted. Two coats of semi-gloss finish over primer as required. Paint material shall be acrylic latex or type appropriate to the material. More durable finishes shall be used in restrooms, break rooms and public entry. All wood doors shall be stained and clear finished. Suggested painting intervals shall be five years.

Doors: All doors shall be a minimum width of 36". Doors shall be equipped with accessible hardware and have a door stop. All security access doors are required to have a door closer.

Toilet & Restrooms: All restrooms shall have accessories. Accessories shall include mirrors, soap dispensers, trash containers, toilet tissue dispensers, and napkin disposal units. Also hand dryers, automated flush toilets and faucets should be considered as an option. Toilet privacy partitions are to be provided for restrooms with more than one water closet and/or urinal.

Window Blinds: All exterior Low E windows shall have horizontal blinds.

## **Safety and Security**

Life Safety: A life safety system shall be provided that meets building code and NFPA recommendations (NFPA 72, 1999 or newer, National Fire Alarm Code and NFPA 70, 1999 or newer, National Electrical Code). A fire alarm, smoke detection (and/or heat detection) and automatic fire sprinkler system shall be provided in the building. Appropriate fire rated structure, walls and doors are required per building codes and industry standards. HVAC equipment interlocks shall be provided as required by NFPA, UBC and local jurisdictions based on the proposed facility and its configuration. Fire extinguishers shall be provided and maintained as required by code in finished areas in compartments and in service areas hung directly from the wall. Notwithstanding code requirements, fire

extinguisher and fire sprinkler inspection and maintenance is required no less than once a year by trained personnel at no cost to the SOUTHEAST KANSASWORKS.

Emergency lights shall be provided, with rechargeable batteries and with a changeover time of no more than ten seconds. Exits and exit access shall be marked by approved illuminated signs readily visible from any direction of access.

The proposer shall identify all known or suspected hazardous or contaminated conditions on site including, but not limited to, subsurface, surface, and the building and its building envelope. Identify status of asbestos abatement, if any, for facility. Identify known or suspected areas of asbestos contamination. Identify known surveys and abatement projects or investigations and the author.

Southeast KANSASWORKS, Inc. reserves the right to require the proposer to provide appropriate environmental audits, hazardous material studies and abatement. Southeast KANSASWORKS, Inc. will determine the need for this during negotiations.

**Security:** Design shall consider relevant security needs for the building and site. Consideration is to be given to ensuring visibility throughout the facility. Security concerns should be developed with Southeast KANSASWORKS, Inc. as part of the design and construction process. SOUTHEAST KANSASWORKS may choose a vendor to perform a security review of any facility. Proposer will be required to make necessary security upgrades or changes as identified in the security review at the direction of the SOUTHEAST KANSASWORKS. Proposer will be required to provide all legally required safety and/or operating certificates or licenses to SOUTHEAST KANSASWORKS.

**Door Locks and Keys:** Exterior entrance doors shall have a key override. Consideration should be given for access to local fire department and emergency personnel. All enclosed offices are to have locking doors with three keys provided for each office. Master keys and department keys may be needed based on building design.

**Lighting:** It is preferred that building exterior and site lighting be automatically controlled by photo sensors, time clocks, or a combination of both where required for security conditions. Interior controls and lighting for after hour usage shall be provided.

### **Variances-**

All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed proposal. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of Southeast KANSASWORKS, Inc., insistence on full compliance with Specifications.

### **General Space-**

Southeast KANSASWORKS, Inc. prefers the size of the space listed; however, adjustments to size are understandable in order to enhance the design, functional relationships and the available space. Southeast KANSASWORKS, Inc. will review all bids and make a final determination on space based on

the bids submitted and how they fit the operational mission and vision of providing workforce development services to Independence and surrounding communities.

#### **IV. Proposal Components**

Bids should be prepared simply and economically, providing a straightforward, concise description of the proposers' capabilities to satisfy the requirement of the RFP package. Emphasis should be on completeness of the proposal and clarity of content. Repetition of the terms and conditions of the RFP package, without additional explanation, will not be considered responsive.

##### **A. Proposal Requirements**

No paperwork or form is provided by Southeast KANSASWORKS, Inc. for the proposal. Instead, proposers are asked to prepare their proposals in a format that they believe best conveys the details of their offering.

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

- Proposer Identification - Name, address, phone number, and authorized signature of proposer.
- Corporate identification - If applicable, proposer corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.

All proposers shall include the following with their bid submissions:

- Table of Contents with page numbers
- Signature Sheet
- Response
- Project Cost Proposal
- Floor Plans
- Proposer's Financial Ability, Experience and Qualifications
  - date established;
  - ownership (public, partnership, subsidiary, etc.);
  - number of personnel, full and part-time;
  - relationship of the project to other lines of business if applicable

Beyond these general guidelines, proposers are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection. Any information submitted by proposers must be clearly understood by the SOUTHEAST KANSASWORKS Staff or Board Members reviewing.

The narrative response, cost proposal, and proposers financial ability, experience, and qualifications shall not exceed 30 pages. Narrative section should be typed with double line spacing and using an Arial font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposer should submit a proposal for each option for each facility. Proposer may submit multiple proposals.

## **V. Contractual Provisions**

### **A. Acceptance of Proposal Content**

The proposers' proposal, this RFP package, and any addenda will become part of the awarded Contract/Lease.

### **B. Period of Lease**

The contract period for the Lease(s) will be on or about July 1, 2015 to June 30, 2020.

### **C. Termination**

The Contract/Lease will be subject to termination for non-compliance with WIA and other applicable laws, non-performance/default, convenience, or lack of funding (Cash Laws). Proposer should review 29 CFR Part 97.36.

### **D. Assignment**

The proposer shall not assign this Lease/Contract or any part thereof, without the written consent of Southeast KANSASWORKS, Inc. In no case shall such consent relieve the proposer from the obligation under, or change the terms of this Contract. The transfer or assignment of any part of this contract to include contract funds, either in whole or part, and interest therein, which shall be due or become due the proposer, without the written consent of Southeast KANSASWORKS, Inc., shall not obligate Southeast KANSASWORKS, Inc. for any associated expenditures.

### **E. Subcontracting**

In the event that the proposer elects to subcontract any of the services relative to the contract, the proposer will notify and Southeast KANSASWORKS, Inc. Southeast KANSASWORKS, Inc. must approve any subcontract prior to subcontractor providing any services to Southeast KANSASWORKS, Inc.. All subcontractors will be required to meet all laws, regulations and State policies pertaining to the administration of this contract.

### **F. Independent Contractor**

The proposer is an independent contractor and not an employee of Southeast KANSASWORKS, Inc.. Neither the proposer nor any agent or employee of the proposer shall be considered an employee of Southeast KANSASWORKS, Inc. for any purpose whatsoever. The proposer agrees that it has, or will secure at its own expense, all personnel required to perform all the services required under this Lease/Contract. The proposer agrees that proposer will be responsible for all taxes, social security payments, unemployment compensation and all other obligations of an employer.

### **G. Lease Modification**

#### **1. Modification Procedures**

Southeast KANSASWORKS, Inc. reserves the right to make changes to the Lease, provided the changes are within the scope of work described. Southeast KANSASWORKS, Inc. agrees to make

any such change in the Lease only through a written modification, and to provide a copy of the modification to the proposer. All modifications initiated by the proposer will be bilateral. The proposer will provide Southeast KANSASWORKS, Inc. a letter clearly stating the reason(s) for the proposed modification and the effect on the Work Plan or Budget.

2. **Reasons for Modification**

Lease Modification will be necessary if any of the following occurs:

- a. There is a change in the scope of the project funded under the contract;
- b. There is a material change in the Work Plan/Statement of Work.
- c. There is a change in the implementation of governing federal and/or state rules and regulations affecting the Contract.

3. **Modification Due to Change in Legislation or Regulation**

Any alterations, additions, or deletions to the terms of the Lease which are required due to changes in federal or state laws, regulations or directives are automatically incorporated in the Contract unilaterally without written modifications and will go into effect on the date designated by the law, regulation or directive. In the event the proposer is unable to comply with any required contract modification, Southeast KANSASWORKS, Inc. shall be notified by the proposer within 30 days, at which time Southeast KANSASWORKS, Inc. may declare this lease canceled and proceed under the lease cancellation provisions. Further, in the event the proposer is unable to meet the lease goals and/or obligations as specified herein or in any subsequent contract amendment, the proposer may request modification of the lease. The lease may also be modified upon agreement of all parties to this lease.

## **H. Indemnification**

The proposer agrees to pay all debts for labor and/or materials contracted by it, if any, for and on account of the services to be performed hereunder. The proposer will assume the defense of, and hold Southeast KANSASWORKS, Inc. and its officers, agents and employees harmless from all suits and claims against any of them arising from any act or omission of the proposer, or anyone directly employed by them or anyone from whose acts any of them may be liable. The indemnification obligation of the proposer will not be limited in any way under The Worker's Compensation Acts, disability benefits acts or other employee benefits acts.

## **I. Terms and Conditions**

1. The proposer understands and agrees to comply with all requirements stated in this RFP package. If there is a difference between what is stated in the proposers proposal and what is included in the RFP package, the RFP package will take precedent over the proposers proposal.
2. The lease will be made contingent upon the availability of funding.
3. The proposer agrees to obtain prior written approval from Southeast KANSASWORKS, Inc. for major service changes.
4. Southeast KANSASWORKS, Inc., reserves the right to accept or reject all proposals received and the right to cancel all or portions of the request for proposal.
5. In the event it becomes necessary to revise any part of this RFP package, the revisions will posted at [www.sekworks.org](http://www.sekworks.org). **IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK FOR UPDATES/CHANGES.**
6. The proposer agrees to conduct activities subject to, and will conduct business under, the lease in accordance with any and all federal, state or local regulations, rules, policies, directives, issuances and ordinances, in effect or promulgated during the term of the lease.



## Proposal Evaluation Criteria

- 50 Points**      **General.** The proposer should develop a proposal through a process that considers the mission and vision of the SOUTHEAST KANSASWORKS. All proposals submitted in response to the RFP will be evaluated by Southeast KANSASWORKS, Inc. using the following criteria and factors (listed in no particular order of importance):
- 50 Points**      **Technical Response.** The extent to which the proposer effectively demonstrates an understanding of the needs of the agency as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the proposers proposal, and the extent to which the proposer may suggest recommendations for improvements.
- 50 Points**      **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, concise, and understandable. Pages are to be consecutively numbered.
- 100 Points**      **Financial Ability.** The proposers demonstrated financial ability to implement, manage and maintain the proposed offering.
- 100 Points**      **Experience and Qualifications.** The proposers general experience and qualifications, and Southeast KANSASWORKS, Inc.'s assessment of the proposers ability to perform the work in a timely and professional manner.
- 100 Points**      **COST.** Southeast KANSASWORKS, Inc. will perform a cost analysis on all bids selected for review.
- 200 Points**      **FACILITY FUNCTION AND APPEARANCE.** Southeast KANSASWORKS, Inc. will review all bids and determine which facilities best meet the specifications included in the request. Southeast KANSASWORKS, Inc. will also analyze the function and appearances which best fits the needs of the organization and support the mission and vision of the operation.