

#### REQUEST FOR PROPOSALS ACCOUNTING SERVICES

#### Available- July 1, 2018

#### Closes- March 12, 2018 5 p.m. Central Time

For Information Contact: Leanne Kehres

Executive Director

215 W. 6th Ave, Suite 104

Emporia, KS 66801

620-208-6341

Leanne@sekworks.org

***READ THIS REQUEST CAREFULLY***

***Failure to abide by all of the conditions and requirements of this RFP may result in the rejection of a bid.***

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# Introduction

## Purpose

Southeast KANSASWORKS, Inc., (SEKWORKS) is issuing this Request for Proposal (RFP) for the purpose of securing accounting services for the organization.

## Funding Sources

The primary funding source for the organization is the Workforce Investment and Opportunity Act of 2014 (WIOA). The purpose of the Act is to provide workforce investment activities, through statewide and local workforce development 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.

There are three WIOA programs: Adult, Youth, and Dislocated Worker. Funds are distributed by formula to Local Areas by the Kansas Department of Commerce (KDC). A maximum of 10% of each WIOA program fund may be used for local administration. KDC also makes available Set Aside funds to Local Areas for specific purposes and projects. The SEKWORKS is also operates other grant and initiatives funded through multiple different sources. The SEKWORKS operates Workforce Centers across the region that provides labor exchange and job training services to the community.

## Funding Overview

WIOA funds are allocated and made available to Local Areas twice a year. The program year for WIOA programs generally is July 1-June 30. Funds are available for expenditure by the Local Areas for a period of two years. Funds unexpended within the two-year period are subject to recapture by KDC. Funds for the Adult, Dislocated Worker Program, and SCSEP are allocated according to a July 1 to June 30 program year, which includes “Program Year” funding allocation for the period July 1-June 30, and a “Fiscal Year” funding allocation for the period October 1-June 30. Youth Program funds are made available annually in a single allocation on April 1.

Based on the two year availability of funding, each WIOA program may have open budgets during three program years. For local financial reporting purposes, the “program year” and “fiscal year” allocations may be combined into a single program year budget.

SEKWORKS also receives from time to time State-Set-Aside and Rapid Response funds from KDC to provide services. Discretionary Grants, National Emergency Grants, and other funding sources may be incorporated into the scope of work as future needs may arise.

# Proposal Instructions

## Request for Application

SEKWORKS is soliciting proposals from qualified entities provide accounting services for the SEKWORKS. The purpose of this Request for Proposal (RFP) is to solicit proposals and provide the general guidelines and procedures for submitting such a proposal. The individual(s) named below will be the point of contact to obtain the RFP package:

Southeast KANSASWORKS, Inc.

215 W. 6th Ave

Suite 104

Emporia, KS 66801

620-208-6341

Leanne Kehres

leanne@sekworks.org

## Submission of Proposals

One (1) original send to the address below and an electronic copy in PDF sent by email to dmarkowitz@sekworks.org with the subject line Paymaster Services RFP. Proposals must be received no later than 5:00 p.m. local time Monday, March 12, 2018. Proposals received after stated time will not be considered.

SEKWORKS

Paymaster Services RFP

215 W. 6th Ave

Suite 104

Emporia, KS 66801

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. 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 SEKWORKS and will be a matter of public record subsequent to the award of the Contract or rejection of the bid.

## Key Dates

February 9, 2019 RFP Available for Distribution February 21, 2018 5:00 p.m. Pre-Bid Questions Dues

February 23, 2018 10:00 a.m. Pre-Bid Conference

March 12, 2018 5 p.m. Deadline for Proposals to be received

**2.4. Pre-proposal Conference**

A pre-proposal conference will be held at 10:00 AM Central Time on Friday, February 23, 2018 at:

### Southeast KANSASWORKS, Inc.

###  215 W. 6th Ave

### Suite 101

### Emporia, KS 66801

### 515-739-1480, 212563

Attendance is not required at the pre-proposal conference but is encouraged. Due to space limitations, proposers should attend with no more than two representatives.

#### ALL QUESTIONS REQUESTING CLARIFICATION OF THE REQUEST TO BE ADDRESSED AT THE PRE-PROPOSAL CONFERENCE MUST BE SUBMITTED BY EMAIL TO LEANNE@SEKWORKS.ORG PRIOR TO 5:00 P.M. CENTRAL STANDARD TIME ON FEBRUARY 21, 2018.

Impromptu questions will be permitted and spontaneous unofficial answers provided, however proposers should clearly understand that the only official answer or position of the SEKWORKS would be in writing.

Failure to notify the SEKWORKS of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of SEKWORKS.. Any modification to this Request as a result of the pre- proposal conference, as well as written answers to written questions, shall be made in writing and posted at www.sekworks.org. Only written communications are binding.

* 1. **Proposal Components**

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder’s capacity to satisfy the requirements 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

No paperwork or form is provided by SEKWORKS for the proposal. Instead, vendors are asked to prepare proposals in a format that best conveys the details of the offering.

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

* + - Bidder Identification - Name, address, phone number, and authorized signature of bidder.
		- Corporate identification - If applicable, bidder’s corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), federal tax identification number, and DUNS.
		- All proposers shall include the following with their bid submissions:
			* Table of Contents with page numbers
			* Signature Sheet (provided as Attachment A and available for download)
			* Response
			* Project Cost Proposal
			* Bidders Financial Ability, Experience and Qualifications
				+ date established;
				+ ownership (public, partnership, subsidiary, etc.);
				+ number of personnel, full and part-time, assigned to this

project by function and job title;

* + - * + location of the project within the proposer's organization;
				+ relationship of the project and other lines of business
				+ most current audit/peer review

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

The narrative response, cost information, and bidders financial ability, experience, and qualifications shall not exceed 25 pages. The narrative section should be typed with double line spacing using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

# General Provisions

* 1. **Inquiries:** All inquiries, written or verbal, shall be directed to the SEKWORKS.

Leanne Kehres

Southeast KANSASWORKS, Inc.

215 W. 6th Ave

Suite 104

Emporia, Kansas 66801

Telephone: 620-208-6341

E-mail Address: leanne@sekworks.org

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

* 1. **Negotiated Procurement:** Final evaluation and award is made by SEKWORKS.
	2. **Appearance Before Committee:** Any, all, or no proposers may be required to appear before SEKWORKS to explain their understanding and approach to the project and/or respond to questions from EKWORKS concerning the proposal; or, SEKWORKS may award to the low bidder without conducting negotiations. SEKWORKS reserves the right to request information from proposers as needed. If information is requested, SEKWORKS is not required to request the information of all proposers.
	3. **Negotiation**: Proposers selected to participate in negotiations may be given an opportunity to submit a best and final offer to SEKWORKS. Prior to a specified cut-off time for best and final offers, proposers may submit revisions to their proposals. Meetings before SEKWORKS are subject to the Kansas Open Meetings Act.
	4. **Revisions:** No additional revisions shall be made after the specified cut-off time unless requested by the

SEKWORKS.

* 1. **Acceptance or Rejection:** SEKWORKS 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.
	2. **Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to SEKWORKS. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful bidder and SEKWORKS. The bidder’s response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for this project.
	3. **Contract Formation:** No contract shall be considered to have been entered into by SEKWORKS until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful proposer and SEKWORKS.
	4. **Open Records Act (K.S.A**. **45-205 et seq.):** All proposals become the property of SEKWORKS. Information contained in proposals will become open for public review once a contract is signed or all proposals are rejected. Any information deemed proprietary by the vendor should be labeled as such. The final determination of proprietary will be the responsibility of EKWORKS. Price/Cost information is not considered proprietary.
	5. **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.
	6. **Debarment of Contractors:** Any vendor 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 (ED), after consultation with the attorney of record for SEKWORKS 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 ED, 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.
	7. **Insurance:** SEKWORKS shall not be required to purchase any insurance against loss or damage to any personal property nor shall SEKWORKS establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.
	8. **Assurances:** Contractor will comply with assurances under the Workforce Investment and Opportunity Act

and pursuant to this proposal will be subject to the laws, policies and procedures, including but not limited to the list below:

* + - WIA Public Law 105-220, August 7, 1998 and WIOA Workforce Innovation And Opportunity Act Public Law H.R. 803 and all rules and regulations
		- 2 CFR Parts 200
		- other such laws, regulations, policies, procedures and/or guidance as may be promulgated

Submission of the RFP Package with all required signatures signifies the bidder understands and agrees with all the assurances listed above and any new additions from funders during the term of any contract.

# Proposal Evaluation

* 1. **Criteria for Evaluating Bid Proposals:** SEKWORKS shall make the award in the best interest of SEKWORKS.
	2. **General.** The vendor should develop a proposal through a process that considers the mission and vision of SEKWORKS. All proposals submitted in response to the RFP will be evaluated by SEKWORKS using the following criteria and factors (listed in no particular order of importance):
	3. **Technical Response.** The extent to which the bidder effectively demonstrates an understanding of the

needs of the agency as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the bidder’s proposal, and the extent to which the bidder may suggest recommendations for improvements.

* 1. **Response Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.
	2. **Financial Ability.** The bidders demonstrated financial ability to implement, manage and maintain the proposed offering.
	3. **Experience and Qualifications.** The bidder’s general experience and qualifications, and EKWORKS's assessment of bidder’s ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.

# Contractor Requirements

To be qualified as a bidder applying for the accounting services the entity must meet the following requirements:

* Be an established entity in good standing with the Kansas Secretary of State with a proven record of experience providing accounting services or similar types of services;
* Have an accounting system adequate to record WIOA and other grant funding assuring transactions are properly recorded and executed, and reports and books of accounts are auditable;
* Have a professional Accountant on staff or subcontract with a professional Accounting Firm (Subcontract documentation must be provided with this proposal);
* Comply with Generally Accepted Accounting Principles and all applicable requirements as set forth by other funding organizations.
* Generate all payments by check or electronic funds transfer;
* Abide by such guidelines as may be required by the State of Kansas and/or WIOA regulations;
* It is requested that every office, director, agent or employee authorized to act on behalf of the bidder in receiving or depositing funds into program accounts or in issuing financial documents, checks or other instruments of payments for program costs be bonded to provide protection from loss.

# Scope of Work

## Contract Period

The contract period for the services will be from July 1, 2018 to June 30, 2021. The contract maybe eligible for two one year extensions, any extensions must be agreed upon in writing by both parties.

## Contract Statement of Work

* + 1. Establish and maintain an accrual accounting system for each designated program to reflect each funded program and funding year. Programs include:
			- WIOA Adult Program
			- WIOA Youth Program (Out of School Youth and In School Youth)
			- WIOA Dislocated Worker Program
			- WIOA Administration
			- Rapid Response
			- KDC authorized Set Aside programs
			- Any additional funding sources as obtained by the SEKWORKS
		2. Within each fund, establish line item program budgets and sub-contract budgets as determined by SEKWORKS. Maintain current, accurate financial records for each budget. Ensure that all financial transactions and records are kept in accordance with generally accepted accounting principles applicable under state and federal laws and regulations.
		3. Maintain all general ledger accounts for SEKWORKS programs. 6.2.4.Maintain and reconcile all required bank/checking accounts.
		4. Import in-house accounting done by SEKWORKS staff on an emergency basis.
		5. Establish and maintain an appropriate disbursement account(s) for receipt and disbursement of funds from KDC and other sources. Accounts must be maintained with an institution with Federal Deposit Insurance coverage.
		6. Process payroll for SEKWORKS staff through an online system. Disburse payroll funds for all SEKWORKS staff in accordance with time sheets or other documents submitted by SEKWORKS. SEKWORKS currently has approximately 35 employees and process payroll every other week. The Paymaster will be responsible for providing an online system that staff can login to view pay, tax, and other human resource related items. Direct deposit capabilities will be required.
		7. Disburse funds to program operators, sub-contractors, administrative agencies, training providers, vendors/suppliers, board members, program participants, employees and others in accordance with SEKWORKS approval process. Assist SEKWORKS to ensure valid documentation determining fund accountability and detailing the daily cash balances for WIOA funds, and to ensure funds are expended consistent with data submitted. It is anticipated the number of checks to be produced and mailed will be approximately 250 per month. The number of checks/EFT’s produced may vary substantially from month to month. The Paymaster will be responsible for mailing checks or processing electronic payment to designated recipients. All costs for processing and mailing checks should be included in the work costs proposal fee.
		8. Process all refunds and overpayments.
		9. Ensure expeditious processing and payments; generally checks are to be issued and mailed within one week of receipt of authorization. Maintain capability to issue checks within two days in emergency situations.
		10. Provide financial reports to SEKWORKS staff and/or SEKWORKS board members to include the following information for each program/program year.
			- Budget—Total program year, YTD, Current Month
			- Expenditures-YTD, Current Month (KDC Expenditure Summary)
			- Each Fund Balance Weekly
			- Variance—YTD, Current Month
			- Monthly Fiscal Reports required by funders
			- Quarterly Financial Statements – trial balance, balance sheet and income statement
			- Summary of all budgets within each program fund for program YTD and current month
			- Monthly report listing checks outstanding (uncashed more than 60 days from date of issuance)
			- Bank reconciliation
		11. Upon request, provide copies of any and all transaction reports, account reconciliation reports, etc.;
		12. Provide periodic financial reports to SEKWORKS for KDC in designated format. Submit all required financial reporting designated under WIOA and by KDC;
		13. Prepare Request for Payments to KDC and draw funds for program expenditures from KDC in accordance with established procedure
		14. Close out program year budgets at end of each program year.
		15. Annual Reports required by the State of Kansas and the Internal Revenue Service including 1099’s and annual 990.
		16. Affordable Health Care reporting
		17. Assist SEKWORKS in any fund transfers between WIOA-funded programs as directed by SEKWORKS.
		18. Assist SEKWORKS with staff cafeteria benefit plan administration. Benefits may include but are not limited to health care benefits, retirement plans, and paid leave.
		19. Assist and serve as designated agent for SEKWORKS in management of its KPERS retirement benefit plan. Preparation and filling and annually retirement fund 5500’s (3 annual reports) with DOL/IRS.
		20. Assist SEKWORKS with securing and compliance with any necessary approval of cost allocation plans and/or indirect cost rates under the applicable federal cost principle guidelines.
		21. Assist SEKWORKS with establishing and enforcing internal controls regarding compliance with laws and regulations.
		22. Assist SEKWORKS in establishing fiscal controls and fund accounting procedures as may be necessary to assure the proper disbursement and accounting for covered funds.
		23. Assist SEKWORKS to prepare for Federal, State and/or independent fiscal and program audits.
		24. Other related activities as requested by the SEKWORKS.

## Funding/Cash Management:

The Contractor will employ the following funding/cash management system:

* + 1. **Drawing of Federal Funds:** Funds for the payment of participant and participant related costs will be drawn (by the Contractor) through the KDC Fiscal Department. Funds for all participant, employer or vendor payments will be drawn as determined by documentation provided to the Contractor by the SEKWORKS. These funds will be drawn as required and not in advance. The Contractor will contact the KDC Fiscal Department and request funds by local area and program or fund source. Authorized officials designated by the Contractor who have completed an “Authorized Signature Card” and have been approved by the State of Kansas will then complete the “Request for Payment” and forward to KDC. Upon receipt of the Request, funds will be approved for wire transfer to the Contractor’s designated financial institution.

KDC draws funds twice weekly, based on requests received. Transfer to the Contractor’s financial institution should be accomplished within two to four working days.

Contractor will imprint all checks issued on behalf of SEKWORKS with “void after 90 days” or similar language.

* + 1. **Depositions for Federal Funds:** Contractor must deposit federal funds in an institution with Federal Deposit Insurance. Any balance exceeding deposit insurance limits must be collaterally secured. Consistent with federal and state goal of expanding opportunities for minority business enterprises, the contractor is encouraged to use minority owned financial institutions. In order to assure accountability of funds under federal regulation, the Contractor will maintain separate books of accounts per funding. Bank reconciliations will be performed monthly and completed within fifteen days after the close of each month.
		2. **Interest Earned:** Interest earned on deposits will be credited to the SEKWORKS book of accounts monthly and applied to the next voucher (payment order) received from the SEKWORKS, thereby reducing the funds to be drawn. SEKWORKS will be notified of any monthly accrued interest.

## Fiscal MIS/Database System

* + 1. SEKWORKS and the Contractor will use a fiscal system for processing of WIOA and other vouchers as designated by SEKWORKS. SEKWORKS will work with Contractor and fiscal manager to establish process for processing of vouchers for program participant expenses. SEKWORKS currently uses the KansasWorks MIS/Fiscal Link System and an internal vouchering method.
		2. SEKWORKS will input all payments into Fiscal System, and compile the electronic voucher. SEKWORKS will email an electronically approved Voucher to the Contractor with a payment authorization signature. It will list name; ID number or participant, employer or vendor; the amount of the payment; and any additional pertinent information, such as program number for funding code. Each page of the printout will include the authorization signature and date at the bottom of the last page. Vouchers will be completed by SEKWORKS on Monday by 10:00 a.m.
		3. Fiscal pay files will be complied Friday evenings. A process will generate the files for transmission to

Contractor. The files may include:

* + - * Wage payment
			* Non-wage payment
			* Wage payment returned
			* Non-wage payment returned
			* Mailing Address
			* Funding Stream

Upon completion of steps one and two, the Contractor will issue the checks or electronic fund transfers (providing each SEKWORKS staff, employer or vendor a listing of the individual participants and amounts paid to each employer or vendor; compare the warrant register with the printout from SEKWORKS to insure checks are issued in the correct amount and to the appropriate party; and mail or transmit payments directly to the participant/employer/vendor. Postage and/or EFT costs shall be part of the per check costs of the proposal. Data used for reconciliation must be generated from the Contractor’s check writing software. Contractor must complete the drawdown process by no later than 9 am each Tuesday of the week.

The Contractor will provide a reconciliation file to use to update check number, check date, and employee contributions in the fiscal MIS system.

Emergency payments will follow the same process.

## Record Keeping Requirements

* + 1. **Record Retention-** Contractor is required to maintain all records for a period of three years from the closeout of funds. If, prior to the expiration of the three year retention period, any litigation or audit is begun or claim instituted involving the grant or agreement covered by the records, the Contractor will retain the records three years after the litigation, audit finding or claim has been resolved. The Contractor must obtain written prior approval from Commerce and SEKWORKS for the destruction of any records relating to this contract.
		2. **Types of Records-** Records of expenditures will be maintained to enable monitoring of the program.

Contractor will maintain the following records:

* + - * Canceled checks
			* SEKWORKS instructions and Authorization regarding amounts of all checks and party to be paid
			* Verification of bonding costs
			* Copies of all reports
			* Any and all documentation relating to the activity performed by the Contractor for the SEKWORKS.
		1. **Access to Records-** Contractor will ensure the Secretary of Labor, the Controller of the United States, the Inspector General, representatives of the State of Kansas, Chief Elected Officials, auditors contracted by the State of Kansas, or their duly authorized representatives have access to any pertinent Contractor books, documents, papers, electronic files, and/or records during normal business hours. Applicable federal, state and local law will determine public access to records.

## Transition Period

If the Contractor is other than the current provider, there will be a transition period of up to sixty (60) days prior to the new Contractor taking on the responsibilities. During the transition period, the new Contractor will coordinate with the current provider to ensure all records needed to perform the services and responsibilities are in place. Cost for this transition should be identified in the proposal.

# Required Contractual Provisions

## Acceptance of Proposal Content

The bidder’s proposal, this RFP package, and any addenda will become part of the awarded Contract.

## Termination

The Contract will be subject to termination for non-compliance with WIOA and other applicable laws, non- performance/default, convenience or lack of funding.

## Assignment

The Bidder shall not assign this Contract or any part thereof, without the written consent of the SEKWORKS. In no case shall such consent relieve the bidder 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 bidder, without the written consent of SEKWORKS, shall not obligate SEKWORKS for any associated expenditures.

## Subcontracting

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

## Independent Contractor

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

## Contract Modification

SEKWORKS reserves the right to make changes to the Contract, provided the changes are within the scope of work described in the Contractor Work Plan/Statement of Work. SEKWORKS agrees to make any such change in the Contract only through a written modification, and to provide a copy of the modification to the Contractor. All modifications initiated by the Contractor will be bilateral. The contractor will provide SEKWORKS a letter clearly stating the reason(s) for the proposed modification and the effect on the Work Plan or Budget.

* + 1. **Reasons for Modification-** Contract Modification will be necessary if any of the following occurs:
			- There is a change in the scope of the project funded under the contract;
			- There is a material change in the Work Plan/Statement of Work.
			- There is a change in the implementation of governing federal and/or state rules and regulations affecting the Contract.

7.6.2. **Modification Due to Change in Legislation or Regulation-** Any alterations, additions, or deletions to the terms of the Contract 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 CONTRACTOR is unable to comply with any required contract modification, SEKWORKS shall be notified by the CONTRACTOR within 30 days, at which time SEKWORKS may declare this Contract canceled and proceed under the Contract cancellation provisions. Further, in the event the CONTRACTOR is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the CONTRACTOR may request modification of the Contract. The Contract may also be modified upon agreement of all parties to this Contract.

**7.6.3. Disagreement Regarding a Modification-** In the event that either party does not accept a Contract modification request, the party of the disagreement will respond to the other party in writing delineating the issues of the disagreement within fifteen (15) days of receipt of the request to modify the Contract.

## Indemnification

The Contractor agrees to a 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 Contractor will assume the defense of, and hold SEKWORKS and its officers, agents and employees harmless from all suits and claims against any of them arising from any act or omission of the Contractor, or anyone directly employed by them or anyone from whose acts any of them may be liable. The indemnification obligation of the Contractor will not be limited in any way under The Worker’s Compensation Acts, disability benefits acts or other employee benefits acts.

## Terms and Conditions

The Contractor understands and agrees to comply with all requirements stated in this RFP package. If there is a difference between what is stated in the bidder’s proposal and what is included in the RFP package, the RFP package will take precedent over the bidder’s proposal.

* The Contract will be made contingent upon the availability of funding.
* The Contractor agrees to obtain prior written approval from SEKWORKS for major

service changes.

* SEKWORKS reserves the right to accept or reject any or all applications received, or to negotiate with qualified bidders.

## Changes/Modifications to RFP

In the event it becomes necessary to revise any part of this RFP package, the revisions will posted at

[www.](http://www.)sekworks.org. IT IS THE PROPOSERS RESPONSIBILITY TO CHECK FOR UPDATES/CHANGES.

The Contractor agrees to conduct activities subject to, and will conduct business under, the Contract 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 Contract.

# Attachment A- Signature

**SIGNATURE SHEET**

### Agency: Southeast KANSASWORKS, Inc., RFP: Paymaster Services

#### ………………………………………………………………………………………………………………………

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. **I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.**

### Addenda: The undersigned acknowledges receipt of the following addenda: Legal Name of Person, Firm or Corporation: Click here to enter text.

Toll Free Telephone: Click here to enter text. Local: Click here to enter text. Fax: Click here to enter text.

Mailing Address: Click here to enter text.

City: Click here to enter text. State: Choose an item. Zip Code: Click here to enter text.

FEIN Number: Click here to enter text. E-Mail: Click here to enter text.

DUNS Number: Click here to enter text.

Signature: Click here to enter text. Date: Click here to enter a date.

Typed Name of Signature: Click here to enter text. Title: Click here to enter text.

#### ………………………………………………………………………………………………………………………

### If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name: Click here to enter text.

Address: Click here to enter text.

City: Click here to enter text. State: Choose an item. Zip Code: Click here to enter text. Toll Free Telephone: Click here to enter text. Local: Click here to enter text. Fax: Click here to enter text. E-Mail: Click here to enter text. Website: Click here to enter text.

**Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signature hereon, Proposer certifies that neither the Vendor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services

Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Vendor shall provide immediate written notification to the SEKWORKS of South Central Kansas, Inc. if, at any time prior to award, Vendor learns that this certification SEKWORKSs erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when making an award. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to the other remedies available to the Southeast KANSASWORKS, Inc., SEKWORKS Inc., may terminate the contract resulting from the solicitation for default.

Printed Name

Signature Date

**Attachment C- Evaluation Criteria-** Each proposal will be rated and scored against the following point system:

|  |  |
| --- | --- |
| **PROPOSAL EVALUATION CRITERIA** | **Maximum****Points** |
| **Adequacy and completeness of Proposal**Demonstrated completeness and clarity of content. Proposal does not contain repetition of the terms and conditions of the RFP package, without additional explanation. | 20 |
| **Understanding of SEKWORKS’s approach to Paymaster Services**Demonstrated grasp of the required functions and principles duties and responsibilities of the Paymaster and its requirements. | 40 |
| **Compliance with terms, conditions and other provisions of the RFP.**Documented compliance, or ability to comply, with all terms, conditions and provisions outlined in the RFP. | 10 |
| **Qualifications of the entity and staff capacity**Documented ability to deliver all services described in the proposal and qualifications of proposed staff to perform the required services. | 40 |
| **Accuracy and completeness of cost proposal with full explanation of all costs.**Complete and accurate cost proposal and explanation with reasonable costs. | 20 |
| **Financial Capability**The proposal must be financially sound and have an audit/peer review reporting sound financial abilities. | 10 |
| **TOTAL POINTS** | 140 |
| **Price**If two or more proposals tie for the highest score, the proposal with the lowest price will be selected. This price evaluated must include the entire cost proposal (excluding transition costs) including any fixed fee or profit. |

**Attachment D – Sample Financials, Reports, and Chart of Accounts**







Chart of Accounts 