

WORKFORCE ALLIANCE, INC.
QA-011 PROCUREMENT, CONTRACT AWARD AND PROVIDER PROTESTS
EFFECTIVE DATE 11/27/2007

1.0 PURPOSE:

This Standard Operating Procedure is written to provide:

- a. the procedure for a proposer or bidder to file a protest regarding a procurement
- b. the procedure regarding disallowed or questioned costs as a result of monitoring or audit findings
- c. the procedure to terminate a contract

2.0 APPLICATION:

All Request For Proposal (RFP) or Bid protests shall comply with the policy set out in the procurement and the grievance procedures in Workforce Alliance, Inc.'s Local Workforce Services Two Year Plan approved by the State of Florida for these types of grievances.

Reference 29 CFR Part 97 that directs State Grant Recipients to approve subrecipient procurement policies.

3.0 DEFINITIONS:

RFP: Request For Proposal

CFR: Code of Federal Regulations

4.0 REFERENCE DOCUMENTS:

29 CFR Part 97

5.0 PROCEDURE:

1. PROTESTS TO REQUEST FOR PROPOSAL SPECIFICATIONS

- A. Any protest of the terms, conditions, or specifications in a Bid or RFP must be filed in writing and delivered to the Workforce Alliance, Inc. President/CEO within seventy two (72) hours of the first publication of the RFP or Bid. The time of the publication of the RFP or Bid shall be from the date at which notice of release of the Bid or RFP is first published in any newspaper. Calculation of the 72 hours commences on the date of publication without reference to the time published.
- B. Failure to file a written protest in accordance with paragraph C. below within seventy two (72) hours of the first posting of the RFP or Bid shall constitute a waiver of all rights and acceptance of the terms and conditions of the RFP or Bid and no other opportunity to protest the contents of the RFP will be considered. Protests may not be submitted electronically but must be in writing and delivered and received by the President/CEO of Workforce Alliance, Inc. within the established timeframes.
- C. The written protest shall state with particularity and specificity the sections of the RFP or Bid that are the basis of the protest and the law, State and/or Workforce Alliance, Inc. policies or procedures which have been violated. Each claim shall be numbered separately within the protest. The protest must also indicate the relief requested for each separate claim. Protests, which do not contain the required information, shall be deemed to be non-conforming and shall not be considered. Protesters may not file general letters or other communications to meet the time deadlines with the intent to cure or amend their protests after the time to file has expired. The responsibility for meeting this minimum threshold shall be with the entity or individual desiring to file a protest. Workforce Alliance, Inc. will not be responsible for notifying protesters of defects in their filing.
- D. Following receipt of the protest a meeting shall be set between Workforce Alliance, Inc. senior management personnel or the President/CEO or his/her designee and the protester for the purpose of informally resolving the protest. The results of the meeting shall be reduced to writing by Workforce

Alliance, Inc. If the matter is resolved no further action shall be taken. If as a result of the informal meeting it is determined that changes be made to the specifications appropriate notice of amendment to the Bid or RFP specifications shall be posted on the Workforce Alliance, Inc. website and shall be sent to all known recipients of the original. This informal meeting to resolve the protest shall be scheduled within ten days after receipt of a properly and timely submitted protest.

- E. If the matter is not resolved informally, the Protester may present its protest at a hearing for the purpose of hearing the protest within twenty (20) days after the informal meeting. The hearing officer shall be selected by Workforce Alliance, Inc. All discovery shall take place within ten (10) days after the informal meeting and may include:
 - a. A witness list from each party
 - b. Any documents whether electronic or hard copies, that are relevant to the protest and not privileged information.
 - c. Parties shall exchange witness lists and documents on the 10th day.
- F. Both parties will have the opportunity to present witnesses and documentary evidence at the hearing. Witnesses will be limited to three (3) for each side. The hearing shall be taped and the decision of the hearing officer shall be final
- G. Action of the hearing officer on the protest shall be the final avenue of appeal with respect to RFP or Bid specification protests. The hearing officer shall also make recommendations regarding any extensions to the time to respond to the Bid or RFP as a result of the protest.
- H. Workforce Alliance, Inc. shall in its sole discretion make a determination regarding the continuation of the procurement process. Workforce Alliance, Inc. will post instructions regarding the procurement in question on its web site and shall be sent to all known recipients. Proposers may be instructed to submit responsive proposals in accordance with the time frames set forth in the RFP or Bid, or may be allowed to amend only those portions of its RFP or Bid affected by the protest or may be given additional time to respond to the Bid or the RFP.

2. PROTESTS REGARDING DETERMINATIONS OF NON RESPONSIVENESS

- A. Any Protest of a determination by Workforce Alliance, Inc. staff regarding the responsiveness or non responsiveness of a proposal or bid submitted in response to a proposal or bid published by Workforce Alliance, Inc. must be filed in writing and delivered to the Workforce Alliance, Inc. President/CEO within seventy two (72) hours of receipt of notice from Workforce Alliance, Inc. that the bid or proposal response is non-responsive. Calculation of the 72 hours commences on the date following receipt of notice without reference to the time notice was received. Notice may be certified mail return receipt requested federal express or electronically so long as receipt of the electronic message is acknowledged by the protester. The communication from Workforce Alliance, Inc. shall state the reasons that the proposal is found to be non responsive.
- B. Failure to file a written protest in accordance with paragraph 2. A. above and paragraph 2. C. below shall constitute a waiver of all rights and acceptance of the terms and conditions of the RFP or Bid and no other opportunity to protest the contents of the RFP will be considered. Protests may not be submitted electronically but must be in writing and delivered and received by the Workforce Alliance, Inc. President/CEO within the established timeframes.
- C. The written protest shall state with particularity and specificity the sections of the RFP or Bid which are responsive to the specifications and the law, State and/or Workforce Alliance, Inc. policies or procedures which have been violated. Each claim shall be numbered separately within the protest. The protest must also indicate the relief requested for each separate claim. Protests, which do not contain the required information, shall be deemed to be nonconforming and shall not be considered. Protesters may not file general letters or other communications to meet the time deadlines with the intent to cure or amend their protests after the time to file has expired. The responsibility for meeting

this minimum threshold shall be with the entity or individual desiring to file a protest. Workforce Alliance, Inc. shall not be responsible for notifying protesters of defects in their filing. Only entities that have submitted a proposal or a bid may file a protest in connection with a determination of non responsiveness.

- D. Following receipt of the protest a meeting shall be set between Workforce Alliance, Inc. senior management personnel or the President/CEO or his/her designee and the Protester for the purpose of informally resolving the protest. The results of the meeting shall be reduced to writing by Workforce Alliance, Inc. If the matter is resolved no further action shall be taken. If as a result of the informal meeting it is determined that the proposal or bid is responsive the proposal or bid shall be evaluated and rated in accordance with the Workforce Alliance, Inc. process for the selection of service providers.
- E. If the matter is not resolved the Protester may present their grievance at hearing for the purpose of hearing the protest within twenty (20) days after the informal meeting. The hearing officer shall be selected by Workforce Alliance, Inc. All discovery if appropriate shall take place within ten (10) calendar days after the informal meeting and may include:
 - a. a witness list from each party
 - b. any documents whether electronic or hard copies, that are relevant to the protest and not privileged information.
 - c. parties shall exchange witness lists and documents on the 10th day.
- F. Both parties will have the opportunity to present witnesses and documentary evidence at the hearing. Witnesses will be limited to three (3) for each side. The hearing shall be taped and the decision of the hearing officer shall be final
- G. Action of the hearing officer on the protest shall be the final avenue of appeal with respect to the responsiveness or non responsiveness of the RFP or Bid.

3. PROTEST TO CONTRACT AWARDS

- A. Any Protest of a contract award following the termination of a procurement process must be filed in writing and delivered to the Workforce Alliance, Inc. President/CEO within seventy two (72) hours of the publication of the award. The time of the publication of the award shall be the earlier of:
 - a. The date at which notice of the award is published by Workforce Alliance, Inc. with respect to procurements not subject to Workforce Alliance, Inc. Board approval, or
 - b. The date on which the Workforce Alliance, Inc. Board of Directors meet at a publicly noticed meeting and vote on or approve the award.
- B. Failure to file within seventy two (72) hours of the publication of the award shall constitute a waiver of all rights and no other opportunity to protest the award of the contract will be considered.
- C. Only responsive entities or individuals who have submitted a responsive proposal within the timeframe for submission published in the RFP or Bid may protest an award.
 - a. Protests of awards are limited to claims with respect to any violation of law and/or regulations, or defect in the evaluation process. The written protest must shall separately number each claim and at a minimum include:
 - b. A descriptive recital of the facts pertaining to the protest, and
 - c. A citation of the law and/or regulation, policy or procedure allegedly violated.
- D. Following receipt of the protest a meeting shall be set within five to ten (5-10) days of receipt between Workforce Alliance, Inc. senior management personnel or the President/CEO or his/her designee and the Protester for the purpose of informally resolving the protest. If the parties agree that the protest is

meritorious Workforce Alliance, Inc. will take proper action to remedy the situation. If the matter is resolved no further action shall be taken. The parties may also agree to waive their rights to further relief. If the parties do not agree the protest will proceed through the grievance process established herein. The results of the informal meeting shall be reduced to writing by Workforce Alliance, Inc. If the parties agree to waive their rights to any further relief this decision shall be reduced to a writing and signed by both parties prior to the close of the informal meeting. The party bringing the protest will be barred from any other protest with respect to the RFP or Bid in question.

- E. If the Protestor is not satisfied with the decision of the Workforce Alliance, Inc. senior management personnel or the President/CEO or his/her designee during the informal resolution meeting then Workforce Alliance, Inc. shall assign the matter to a Hearing Officer to be selected by Workforce Alliance, Inc.
- F. The hearing shall take place within twenty (20) calendar days of the informal meeting. All discovery shall take place within ten (10) calendar days after the informal meeting and may include:
 - a. A witness list from each party
 - b. Any documents whether electronic or hard copies relevant to the protest and not privileged information.
 - c. Parties shall exchange witness lists and documents on the 10th day.
- G. Both parties will have the opportunity to present witnesses and documentary evidence at the hearing. Witnesses will be limited to three (3) for each side.
- H. The hearing before the hearing officer shall be recorded.
- I. The Hearing Officer shall issue a recommendation within ten (10) days of the hearing.
- J. The recommendations of the hearing officer shall be final.

5. DISPUTES RELATED TO THE NEGOTIATION OF TERMS AND OR CONDITIONS OF AGREEMENTS OR WITH RESPECT TO THE FULFILLMENT OF THE TERMS AND CONDITIONS OF SERVICE PROVIDER AGREEMENTS FOLLOWING EXECUTION
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- A. If the parties fail to reach an agreement during contract negotiations. Workforce Alliance, Inc. senior management personnel or the President/CEO or his/her designee may elect to meet with the prospective provider. A summary of the issues in dispute shall be prepared for the Workforce Alliance, Inc. President/CEO and shall include all aspects of the negotiations that cannot be resolved. A copy of the report detailing the issues in contention along with a staff recommendation shall be provided to the prospective contractor, who shall also have an opportunity to submit a summary of the issues and the relief they are requesting along with reason and or rationale therefore. The two reports must be prepared in accordance with the schedule for distribution to the Workforce Alliance, Inc. President/CEO which shall be provided to the parties. Written documents related to the dispute will not be allowed to be distributed the day of the Workforce Alliance, Inc. President/CEO meeting.
- B. The Workforce Alliance, Inc. President/CEO shall determine whether Workforce Alliance, Inc. should proceed with the next best proposer or continue with the negotiation process. The Workforce Alliance, Inc. President/CEO shall make the final decision and the contract process will continue reflecting that decision.
- C. If during the course of providing services under a duly executed agreement Workforce Alliance, Inc. and a provider have a dispute with respect to the terms and or conditions of the executed agreement, Workforce Alliance, Inc. senior management personnel shall meet with the provider to try and resolve the issue. If an agreement cannot be reached, Workforce Alliance, Inc. senior management personnel shall forward the issues in dispute to the Workforce Alliance, Inc. President/CEO. A

summary of the issues in dispute shall be prepared for the Workforce Alliance, Inc. President/CEO and shall include a statement with respect to matter(s) in dispute. A copy of the report detailing the issues in contention along with a staff recommendation shall be provided to the contractor, who shall also have an opportunity to submit a summary of the issues and the relief they are requesting along with reason and or rationale therefore. The two reports must be prepared in accordance with the schedule for distribution of the Workforce Alliance, Inc. President/CEO which shall be provided to the parties. Written documents related to the dispute will not be allowed to be distributed the day of the Workforce Alliance, Inc. President/CEO meeting.

- D. Both Workforce Alliance, Inc. and the contractor shall have an opportunity to make a statement to the Workforce Alliance, Inc. President/CEO and may answer questions posed by the Workforce Alliance, Inc. President/CEO.
- E. The Workforce Alliance, Inc. President/CEO shall then determine the issues and shall make the final decision with respect to matter(s) in contention.

6. PROCEDURE FOR MONITORING AND AUDIT FINDINGS

- A. If as a result of federal state or local monitoring or audit any costs are found to be disallowed or questioned, Workforce Alliance, Inc. shall set up an informal meeting or shall communicate in writing to the contractor regarding the results of the findings in the report, at which time the contractor shall have the opportunity to submit any primary documentation to disprove the negative findings.
- B. Following a review of the contractor's response Workforce Alliance, Inc. shall issue a written determination which will state whether or not questioned costs are allowed or disallowed and whether or not corrective actions regarding any administrative findings are adequate.
- C. Any proposal regarding the resolution of the findings shall be subject to state and or federal approval as appropriate. If Workforce Alliance, Inc. finds that the questioned costs are in fact disallowed it shall include within its determination all repayment options that are available to the provider including but not limited to an automatic reimbursement plan that will be deducted from the providers invoices or such other relief as may have been set forth in the contract between the parties and other corrective action related to the findings.
- D. If the findings are a result of state or federal monitoring, audit or reviews and Workforce Alliance, Inc. elects to appeal the findings in accordance with the process provided by the State or Federal authorities, the contractor shall cooperate with Workforce Alliance, Inc. in providing the necessary information to respond to the findings and shall be bound by the decision of the state or federal authorities. The decision of whether or not to appeal findings shall be solely at the discretion of Workforce Alliance, Inc.

7. PROCEDURE FOR TERMINATION OF CONTRACT

A. TERMINATION OF SUBRECIPIENT CONTRACT

TERMINATION FOR CONVENIENCE: Workforce Alliance, Inc. reserves the right to terminate the contract at any time for any reason for convenience, upon giving Contractor no less than thirty (30) calendar days written notice prior to the effective date of such proposed action. If said contract should be terminated for convenience as provided herein, Workforce Alliance, Inc. will be relieved of all obligations under said Contract and all compensation to Contractor under the contract shall cease pending completion of a final Contract Closeout Report and any additional closing audit required by Workforce Alliance, Inc. due to the termination of the contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this contract.

TERMINATION FOR BREACH: Unless the other Party's breach is waived either Party, whether Workforce Alliance, Inc. or Contractor, may terminate the contract for said breach upon no less than thirty (30) calendar days written notice prior to the effective date of such proposed action. Under this provision, the offended Party will provide the other Party with written notification of intent to terminate the contract due to breach and will provide the other Party seven (7) calendar days to respond to the notice of termination and propose a cure to the breach. The offended Party will, within seven (7) additional calendar days from receipt of the other Party's response issue a written decision either to accept the other Party's proposed cure or to proceed with the termination. Waiver of a breach of any provision of the contract shall not be deemed to be a modification to the Contract. If said contract should be terminated by Workforce Alliance, Inc. due to Contractor breach, Workforce Alliance, Inc. will be relieved of all obligations under said contract and all compensation to Contractor under the contract shall cease pending completion of a final Contract Closeout Report and any additional closing audit required by Workforce Alliance, Inc. due to the termination of the contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under the contract.

The aforesaid termination notice, as well as all other notices required herein, shall be considered received by Contractor when delivered to Contractor's Career Center Manager and/or designee and shall be considered received by Workforce Alliance, Inc. when delivered to the Workforce Alliance, Inc. President/CEO. Said notice must be either delivered in person with proof thereof or deposited in the U. S. Mail, in a prepaid wrapper marked certified, return receipt requested.

B. TERMINATION OF VENDOR CONTRACT

TERMINATION FOR CONVENIENCE OR BREACH: Workforce Alliance, Inc. reserves the right to terminate the contract at any time for any reason for convenience or Contractor breach, upon giving Contractor no less than twenty four (24) hours written notice. If said contract should be terminated as provided hereto, Workforce Alliance, Inc. will be relieved of all obligations under said contract and all compensation to Contractor under the contract shall cease pending completion of a final Contract Closeout Report and any additional closing audit required by Workforce Alliance, Inc. due to the termination of the contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under the contract.

The aforesaid termination notice, as well as all other notices required hereto, shall be considered received by Contractor when delivered to Contractor's designee and shall be considered received by Workforce Alliance, Inc. when delivered to the Workforce Alliance, Inc. President/CEO. Said notice must be either delivered in person with proof thereof or deposited in the U. S. Mail, in a prepaid wrapper marked certified, return receipt requested.