



**REQUEST FOR PROPOSAL**  
**FOR**  
**TEMPORARY STAFFING & PAYROLL SERVICES**

**RFP NUMBER TS/PS-0341**

**ISSUE DATE:**

**December 7, 2018**

**PROPOSAL SUBMISSION DEADLINE:**

**January 3, 2019**

**CareerSource Central Florida**  
**Administrative Offices**  
**390 N. Orange Avenue, Suite 700**  
**Orlando, Florida 32801**

## 1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified organizations interested in contracting to provide payroll services. Selected Proposer will perform role of employer of record for temporary employment opportunities for Central Florida Regional Workforce Development Board, Inc. dba CareerSource Central Florida, as part of its training strategies for job seekers.

## 2.0 BACKGROUND

**Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida** is a Florida not-for-profit corporation that serves as one of 24 regional workforce boards in the State of Florida. CareerSource Central Florida serves the five counties of Lake, Orange, Osceola, Seminole and Sumter. These five counties, which comprise a local workforce investment area under Florida's Workforce Innovation Act of 2000, entered into an Inter-local Agreement, effective February 18, 2003, under which CareerSource Central Florida was designated as "the administrative entity and fiscal agent for all programs promulgated" under the Workforce Investment Act of 1998 and Florida's Workforce Innovation Act of 2000. CareerSource Central Florida is also organized as a charitable **tax-exempt** entity under section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

CareerSource Central Florida is not a state agency and is exempt from chapters 120 and 287, Florida Statutes, however, it must follow the procurement and expenditure procedures required by federal law for the expenditure of federal-grant funds, including those set forth in 29 C.F.R. §§ 95.40-48.

As a result, CareerSource Central Florida is undertaking several initiatives to provide timely and relevant workforce services and short-term training through a variety of employer outlets. CareerSource Central Florida will make available quality internships with public, private and non-profit organizations in the community that will provide both immediate income to participants and long-term benefit in skills obtained.

## 3.0 SCOPE OF WORK

CareerSource Central Florida is seeking to contract with a qualified staffing/payroll company to serve as an employer of record for participants in internship initiatives within the five county region. The Proposer's must possess the capability to serve up to 1,000 individuals over the course of a year, in addition to supporting a large-scale Summer Youth program. The Proposer's quality in delivery of services and experience with, and knowledge of, local, state and federal workforce services and activities is of paramount importance to CareerSource Central Florida.

- 3.1 It is CareerSource Central Florida's intent to provide outreach, recruitment and enrollment of participants into the internship activities. CareerSource Central Florida will determine eligibility and facilitate matches between participants and employers. Participants will then be referred to the Proposer as the employer of record to complete required employment documentation. The Proposer is responsible for completion of all federal and state required employment and tax forms.
- 3.2 The Proposer, as employer of record, shall be an Equal Opportunity Employer and adhere to all federal, state and local laws in relation to its hiring process.
- 3.3 The Proposer will acknowledge that any participant placed under the contract is an employee of the Proposer and shall expressly inform all participants of that status prior to commencement of their work assignment.
- 3.4 Participants in the internship activity will work a maximum of 40 hours per week.
- 3.5 Participants will be paid at least minimum wage and may work up to a maximum of 40 hours per week. Any hours worked by a participant exceeding 40 in a workweek that is not pre-approved by CareerSource Central Florida will require a combined meeting between host site, The Proposer, and CareerSource Central Florida to prevent further occurrences. The Proposer agrees that at the end of a participant's paid internship, worksite management may offer continued employment to a participant without the Proposer receiving a placement fee.
- 3.6 Payroll must occur weekly or bi-weekly. Preference is that timecards be maintained via an online application that provides electronic access for reviewing timecards and printing W-2s. The Proposer will provide orientation for employers on using the timecard application.
- 3.7 The Proposer will be solely responsible for all payroll functions, including but not limited to, onboarding and the timely payment of all compensation for the intern participants referred by CareerSource Central Florida staff for temporary employment under the contract and will be responsible for the filing of state and federal taxes, unemployment insurance and payroll processing.
- 3.8 The Proposer will be required to conduct a state level-background check covering criminal, driving history, social security number verification, and sexual offender on all CareerSource Central Florida referred participants under the contract and provide CareerSource Central Florida staff with documented results. Preference is that Proposer possesses capability to deliver remote onboarding services for performing I-9 verifications. The Proposer will assume responsibility to ensure drug testing of participants when required by employer(s). The Proposer will be

reimbursed by CareerSource Central Florida at the rate actually paid by the Contractor for these expenses.

- 3.8.1 Participant results must be disclosed to the worksite employer for consideration prior to commencing work with the work site employer. Commencement of internships will be contingent upon results of background check and agreement with work site employer following employer's review of such information.
  - 3.8.2 Criminal information must be obtained directly from the Florida Department of Law Enforcement.
  - 3.8.3 The criminal background check must, at a minimum, include an investigation for, and review of, any (i) state and federal felony convictions; (ii) misdemeanor convictions involving moral turpitude; (iii) any crimes in violation of the Violent Crime Act of 1974; and (iv) any pending deferred adjudications with respect to (i) or (ii).
- 3.9 Prior to participants' assignment to a work site employer, the Proposer will conduct an orientation, either in person or on-line, with the participant to review the Proposer's policies and work site assignment requirements, including Proposer/participant relationship; work standards and expectations; dress and business etiquette; and Proposer policies and procedures related to drug use, sexual harassment, non-discrimination/anti-retaliation, compliance and ethics training. Proposer must hold one on one and/or group orientations at Career Centers through the five county region, when requested by CareerSource Central Florida. Preference if for Proposer to provide bilingual orientations/assistance with online onboarding for those who require it.
- 3.10 The Proposer will be responsible for personnel matters such as distribution of pay checks/ACH Payments.
- 3.11 A CareerSource Central Florida work site monitor will provide oversight of the participant and work site employer at regular intervals to ensure program compliance.
- 3.12 The Proposer will be responsible for notifying the participant of assignment conclusion and completing all necessary termination documentation. The Proposer is required to notify CareerSource Central Florida in writing within 24 hours of participant termination by forwarding notice to the Director of Operations or their designee.

- 3.13 The Proposer will work with CareerSource Central Florida staff to obtain all documentation necessary from a participant's work site employer to meet reporting and reimbursement requirements.
- 3.14 The Proposer will utilize weekly or bi-weekly timesheets for each participant. Weekly or Bi-weekly the Proposer will deliver to CareerSource Central Florida the following deliverables (format and content shall meet CareerSource Central Florida requirements):
- 3.14.1 Cumulative hours worked and wages earned by each participant.
  - 3.14.2 Detailed list of all active participants by work site employer and/or classification.
  - 3.14.3 Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
  - 3.14.4 An invoice with a separate line item for each participant paid and associated costs incurred for background check and drug screening. All invoices must be supported with attached timecards, (signed by the participant and the participant's supervisor), and applicable VENDOR invoices. The Proposer will add notation of FINAL CHECK to invoices, when applicable, for participants. Preference is that digital invoice in MS-Excel be used for ease of review.
- 3.15 In the event CareerSource Central Florida notifies the Proposer of a participant claiming to have not received the appropriate compensation, the Proposer will promptly contact said participant and attempt to settle any dispute(s) in good faith. In the event the Proposer is unable to promptly resolve any compensation dispute with any of the above described individual(s), the Proposer shall provide a written explanation to CareerSource Central Florida of the dispute and the steps taken by the Proposer to resolve same.
- 3.16 The Proposer will maintain accurate auditable records, including, but not limited to, records, timesheets, activity logs, invoices, or other expense records, which are the basis of charges for any fees, expenses or other charges to CareerSource Central Florida under the contract. Records must possess capability to track and capture cost by multiple grants (i.e. WIOA, TANF, NEG Hurricane Maria etc.) for all participants under awarded contract, including hours and dollars spent by customer.
- 3.17 The Proposer will provide weekly reports to CareerSource Central Florida staff allowing the ability to generate custom reports, as needed, on performance and

fiscal data. In addition to weekly reporting requirement, Proposer will attend scheduled meeting with CareerSource Central Florida staff twice per year. Meeting time and dates to be coordinated with CareerSource Central Florida staff. The Proposer will ensure that electronic access to participant timesheets and paystubs is made available to CareerSource Central Florida staff.

- 3.18 The Proposer will designate a primary point of contact that will be responsible for day-to-day management of the contract, coordinating participant assignments, supervising delivery of services, coordinating with CareerSource Central Florida staff, responding to CareerSource Central Florida requirements and program reporting.

#### **4.0 INSURANCE**

The successful Proposer shall, at its sole expense, maintain the following insurance. A certificate of insurance satisfactory to CareerSource Central Florida and evidencing the coverage must be presented to CareerSource Central Florida prior to commencement of services. All policies of insurance referenced herein will be primary and will include CareerSource Central Florida as an additional insured with the exception of Workers' Compensation. All policies will include provisions that the insurers waive the rights of recovery or subrogation against CareerSource Central Florida. CareerSource Central Florida shall be exempt from, and in no way liable for, any sum of money, which may represent a deductible in any of the aforementioned insurance policies. The payment of such deductible shall be the sole responsibility of the successful Proposer.

- 4.1 Liability Insurance: A standard liability insurance policy in the single limit amount of \$1,000,000 per occurrence and \$2,000,000 as an aggregate amount and General liability insurance in an amount not less than \$100,000 per person and \$200,000 per occurrence.
- 4.2 Worker's Compensation: The Proposer is not required to provide Workers Compensation coverage. Said coverage is provided by the state of Florida for adults and youth participating in work experience programs. This means that a participant in an adult or youth work experience activity shall be deemed an employee of the state for purposes of workers' compensation coverage.
- 4.3 Bonding: A company-wide blanket Employee Fidelity Bond intended to cover every officer, director, agent, subcontractor, or employee authorized to receive or deposit funds under the contract, or issue financial documents, checks, or other instruments of payment of program costs. This bond shall be in the amount of \$100,000 or the highest planned single payment by CareerSource Central Florida during the contract period, whichever is more.

## 5.0 PROPOSAL SUBMISSION

- 5.1 CareerSource Central Florida intends to issue a “fixed fee” Contract as a result of this RFP. It is anticipated that the contract period of performance will be from April 1, 2019 through June 30, 2020, provided performance remains acceptable to CareerSource Central Florida during that period. The Contract will contain four one-year exercisable options. The Contract will contain a clause allowing for termination for convenience with agreed upon notices for both parties.
- 5.2 Any Contract awarded under this RFP is subject to available funding.
- 5.3 The specific method of payment for services to be rendered shall be as set forth in the negotiated contract.
- 5.4 All individuals, public or private not-for-profit corporations, local education organizations, governmental contractors, public organizations, or private-for-profit corporations and businesses, not otherwise excluded, and properly organized in accordance with State and Federal law and in business may submit a proposal.
- 5.5 Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP. Proposers are responsible for determining all factors necessary for the preparation of informative, responsive proposals. The contents of the proposals should be clear, concise and easy to understand. Proposals will demonstrate proven experience and knowledge of the activities, services and solutions that have been provided in situations similar to those described in the Scope of Work, above. Proposers should document and list any assumptions, qualifying information, other criteria or comments pertinent to their proposal. Proposals should demonstrate methods, strategies and expertise to accomplish the tasks identified in the Scope of Work.
- 5.6 No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization; (2) the entity's previous contract(s) with CareerSource Central Florida have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract; (4) the entity or its parent organization have filed for bankruptcy during the past 5 years; or (5) the entity has been convicted of a public entity crime pursuant to SECTION 287.133(1)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. All bidders are required to submit ATTACHMENT B Relationship Disclosure Certifications regarding potential conflicts of interest with their proposals.
- 5.7 No entity may compete for funds if (1) the entity developed or drafted work requirements, or (2) statements of work for this RFP.

- 5.8 All proposals shall be reviewed for a “perceived” conflict of interest.
- 5.9 Time is of the essence with respect to performance of the services to be provided in the final agreement.
- 5.10 Proposers are required to submit a Cover Sheet using the format provided in Attachment A to this RFP.
- 5.11 Proposer Experience and Qualifications:**
- 5.11.1 A description of the organization’s services that should include experience with providing staffing/payroll services of a similar nature to other entities or organizations. Include the number of contracts currently held, the general scope of those services and the firm’s resource commitments. The successful Proposer will have provided evidence that the organization is capable of performing the work when time is of the essence, as well as, a description of the firm’s size, structure, and number of years of providing services of a similar scope.
- 5.11.2 Information on experience in meeting the needs of businesses through staffing/payroll services offered by the firm to include at least two specific recent examples of successful contracts completed or ongoing by the organization within the thirty-six (36) months preceding the issue date of this RFP. Experience with local, state or federal workforce services or programs is preferred.
- 5.11.3 Describe the knowledge of both the Proposer and the team that would handle CSCF’s account and their experience in providing employer of record services.
- 5.11.4 Describe the Proposer’s ability and willingness to provide prompt and responsive service to CSCF to include interfacing with others and adjustments to service delivery.
- 5.11.5 Geographic areas of the United States serviced and all locations in the State of Florida. Provide capacity for additional volumes that might be utilized to service this account and the operations handled from these locations.
- 5.11.6 Location presence in Central Florida or indication of future plans
- 5.11.7 Provide the number of current clients in the five county footprint and provide two to three references.



- 5.11.8 Describe the processes you will use for management and supervision to comply with the requirements in the scope of work including, Proposer work policies, employee/employer orientation, work standards and expectations; background checks and drug testing, safeguarding participant confidential data and Proposer policy regarding them; the capital available to fund payroll on a weekly or biweekly basis, and discuss how timecards are collected, paychecks are distributed and how the Proposer will ensure timely payments to participants, as well as, timely submission of deliverables under the contract.

## **5.12 Workforce Service Knowledge and Experience**

- 5.12.1 Consider the amount of experience with regional workforce boards and the firm's knowledge of workforce services and programs.

## **5.13 Costs**

- 5.13.1 Proposers are required to submit a Cost Proposal using the format provided in EXHIBIT A to this RFP.
- 5.13.2 Proposals should clearly identify payroll and administrative fees and any other compensation directly related to services requested in this RFP.
- 5.13.3 Identify any assumptions made in deriving the fees and administrative rates.

## **6.0 INSTRUCTIONS TO PROPOSERS**

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for Temporary Staffing and Payroll services as described in this RFP must submit responses to CareerSource Central Florida in the following manner:

- Inquiries regarding this RFP should be submitted electronically to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com). **Please type "INQUIRY – TEMPORARY STAFFING & PAYROLL SERVICES" in the subject line.**
- Submit your proposal electronically by attaching documents in PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the respondent's business name and address. **Please type "BID – TEMPORARY STAFFING & PAYROLL SERVICES" in the subject line.**
- Proposals **must** be submitted via email no later than 5:00 PM (EST), on, January 3, 2019. Proposals **must** be addressed to: [Procurement@careersourcecf.com](mailto:Procurement@careersourcecf.com).
- To maintain integrity of the process, Proposers must only submit questions and proposal to: [publicresponse@careersourcecf.com](mailto:publicresponse@careersourcecf.com). Proposers are not to copy or blind copy any other CareerSource Central Florida official, employee or board member. Violating these conditions may render a submitted proposal disqualified and subject to no further review.

- Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely those of the respondent, and CareerSource Central Florida assumes no responsibility for any such costs.
- CareerSource Central Florida reserves the right to negotiate the terms outlined in the response. CareerSource Central Florida reserves the right to reject any and all proposals, and to waive any irregularities or informalities. Further, should CareerSource Central Florida accept any Alternates, such acceptance is made with right to accept them in any order or combination.

#### 6.1 PROCUREMENT TIMELINE (Tentative dates)

| Date       | Activities/Events  |
|------------|--|
| 12/07/2018 | RFP made available at 5 p.m. on the CareerSource Central Florida Internet: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a>  |
| 12/13/2018 | <p><b>Final</b> Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on December 13, 2018 via email at: <a href="mailto:publicresponse@careersourcecf.com">publicresponse@careersourcecf.com</a></p> <p><b>Please type “INQUIRY – TEMPORARY STAFFING &amp; PAYROLL SERVICES” in the subject line.</b></p> <p>Response to all questions will be made available on the CareerSource Central Florida’s website: <a href="http://www.CareerSourceCentralFlorida.com">www.CareerSourceCentralFlorida.com</a></p> |
| 1/3/2019   | <b>Electronic RFP responses are to be submitted in PDF format</b> version compatible Acrobat PDF. Email containing proposal <b>must be received by 5:00 PM EST. Please type “BID – TEMPORARY STAFFING &amp; PAYROLL SERVICES” in the subject line.</b>   |
| 1/4/2019   | Bids will be opened privately and Proposers will be notified as to successful bidder(s) by March 1, 2019.  |
| 02/28/2019 | Negotiations & Vendor Agreement completed with awarding of contract to allow for services effective date of April 1, 2019.   |

#### 6.2 SIGNATURE

The proposal shall be signed by a duly authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information:

name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Proposer, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official.

### **6.3 FORMAT FOR PREPARING THE PROPOSAL**

Proposals will be valid for ninety (90) days after proposal submission date specified herein. If the event contract has not been awarded before the close of the ninety (90) day validity period, CareerSource Central Florida reserves the right to negotiate extensions to the proposal validity date. Proposal forms have been provided for submittal.

It is generally preferred that written material be single-spaced, except where there is a reason for double spacing. An outline form using major headings is preferred. Legibility, clarity, and completeness are essential.

**Outline:** All proposals must be assembled according to the following outline with all pages numbered in sequential order and must demonstrate understanding of the proposed scope of work.

**Cover letter** - This will serve as the official letter of transmittal signed by an owner, officer or authorized agent of the firm, acknowledging and accepting the terms and conditions of this RFP and tendering an offer to CareerSource Central Florida.

#### **ATTACHMENT A - Cover Sheet**

#### **EXHIBIT A** - Cost Proposal

The Cost Proposal must be inclusive of all costs and must be submitted using **EXHIBIT A** format. Cost proposals submitted in anything other than **EXHIBIT A** format shall be determined non-responsive.

#### **ATTACHMENT B** - Relationship Disclosure Form

#### **ATTACHMENT C** - Vendor General Provisions, Certifications and Assurances

**ATTACHMENTS A, B and C must be signed and submitted with proposal.**

No proposal will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the proposal will not be considered.
- b) Compatible - The proposal must be compatible with the goals and objectives of this request.

## **NARRATIVE**

Proposers shall provide as part of narrative written responses for all statements under section 5.11- **Proposer Experience and Qualifications.** Proposers are strongly encouraged to refer EXHIBIT B - **PROPOSAL OUTLINE AND REVIEW CRITERIA/RATING FORM** when formulating response. Additionally, within the narrative Proposers shall provide at least two specific examples of successful contracts completed or ongoing within the past 36 months. Experience with local, state or federal workforce services or programs is preferred.

Each proposal is limited to 12 pages (excluding Cover Letter and ATTACHMENTS A, B and C and EXHIBITS) and should provide a straightforward response to this RFP. Each page of the proposal should be numbered sequentially at the bottom of the page. The Cover Letter, and ATTACHMENTS A, B and C are not numbered.

CareerSource Central Florida will not return proposals to Proposers. All proposals become the property of CareerSource and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CareerSource Central Florida shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying a fee, license, or royalty. Selection or rejection of the proposal will not affect this right.

### **7.0 PROPOSAL REVIEW AND CONTRACT AMOUNT**

CareerSource Central Florida will award the contract based on what is in the best interests of CareerSource Central Florida. The contract will be awarded based on offers received considering price, experience, and negotiation of such Contract with the successful Proposer. The assessment of experience will take into account such factors as understanding of the services needed, demonstrated skills, experience and ability to provide high quality service on time, and experience with local, state and/or federal workforce programs. The assessment of price will take into account that rates are reasonable in relation to the services provided; detailed; and that assumptions by the Proposer regarding calculation of the fees are relevant. Each offer should, therefore, be submitted in the most favorable terms from a price and technical standpoint.

Final award of a contract will be contingent upon:

- Successful negotiation of a contract.
- Acceptance by the Proposer of the contract terms and conditions.

### **7.1 EVALUATION CRITERIA SUMMARY**

All complete proposals will be evaluated using weighted scoring criteria, as explained in **EXHIBIT B – PROPOSAL OUTLINE AND REVIEW CRITERIA AND REVIEW CRITERIA/RATING FORM**, based on the below criteria.

| <b>Criteria</b>                           | <b>Points</b> |
|---|---------------|
| Proposers Qualifications                  | 50            |
| Knowledge and Experience                  | 15            |
| Cost/Price                                | 30            |
| Social Economic Enterprise Certifications | 5             |
| <b>TOTAL</b>                              | <b>100</b>    |

## **8.0 CONDITIONS AND LIMITATIONS OF THIS RFP**

The following conditions are applicable to all proposals:

This RFP does not commit or obligate CareerSource Central Florida to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

CareerSource Central reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to CareerSource Central Florida at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and are subject to return without review; however, CareerSource Central Florida reserves the right to waive informalities and minor irregularities in proposals received. CareerSource Central Florida reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All proposals are subject to negotiation by CareerSource Central Florida.

CareerSource Central Florida reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between CareerSource Central Florida and the individual or firm selected.

CareerSource Central Florida may require the selected Proposer to participate in negotiations and to submit price, technical, or other revisions of their proposals in writing which may result from negotiations.

## **9.0 IMPORTANT NOTICE TO ALL RESPONDENTS:**

CareerSource Central Florida is funded entirely by federal grants. Accordingly, all sums due and payable by CareerSource Central Florida are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the Florida Department of Economic Opportunity.

## **10.0 MINORITY/WOMEN/VETERAN BUSINESS/LABOR SURPLUS ENTERPRISES**

Proposers that qualify as minority-owned, women-owned, veteran-owned or labor surplus enterprises under a federal, state or local government or public authority certification process (M/W/VET/LSBE) are encouraged to submit proposals and to identify themselves as M/W/VET/LSBE respondents. Any VENDOR or firm wishing to be considered as such must provide evidence of certified M/W/VET/LSBE status (such as a copy of the certification letter, etc.).

## **11.0 APPLICABILITY OF SUNSHINE LAWS**

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Central Florida ) are subject to Florida Sunshine Laws (chapters 119 and 286 and s. 24, Art. I of the Florida State Constitution). The respondents acknowledge that CareerSource Central Florida is subject to Florida's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

## **12.0 APPEAL PROCEDURE FOR PROCUREMENT ACTIONS**

All Proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing within three business days after the date of the notification of intent to award to selected VENDORS to the of CareerSource Central Florida. The appeal must state the specific reason for the appeal and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the Proposer.
- Other grounds that may substantially alter CareerSource Central Florida 's award decision.

The CareerSource Central Florida President/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved Proposer. Failure to file a protest within three business days after the date of notification of intent to award the contract will constitute a waiver of the Proposer's right to appeal.

Cover Sheet

|   |
|---|
| <b>Name of respondent: :</b>  |
| <b>Business Address:</b>  |
| <b>Phone:</b>   |
| <b>Fax:</b>   |
| <b>Years in Business:</b>   |
| <b>DUNS Number:</b> _____ <b>FEIN Number:</b> _____   |
| Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:  |
| <b>Name and Title:</b> _____  |
| <b>Phone:</b> ( ) _____ <b>Fax:</b> ( ) _____ <b>Email:</b> _____   |
| <p><b>I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to CareerSource Central Florida; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.</b></p> |

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## Relationship Disclosure Form

### **Relationship Disclosure Form**

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: (i) Pamela Nabors, President & CEO of CareerSource Central Florida; (ii) CareerSource Central Florida's current board of directors; and (iii) an employee of CareerSource Central Florida. A listing of CareerSource Central Florida's current board may be found here:

<http://careersourcecentralflorida.com/about/board-committee-information/board-directors>

## QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

### **WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any CareerSource Central Florida staff or board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Central Florida staff or board member; (2) a CareerSource Central Florida board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Central Florida; or (4) Respondent is a business associate of any CareerSource Central Florida board member.

### **HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Respondent* means the individual(s) or firm making any proposal pursuant to this RFP (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).



*Business associate* means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a CareerSource Central Florida staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, VENDOR, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes)

*Relative* means an individual who is related to a CareerSource Central Florida staff or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great-grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandparent, step-grandchild, step-great-grandchild, person who is engaged to be married to a CareerSource Central Florida Principal or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Central Florida Principal intends to marry or with whom the CareerSource Central Florida Principal intends to form a household, or any other natural person having the same legal residence as the CareerSource Central Florida Principal. (See Section 112.312(21), Florida Statutes.)

**DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a VENDOR is selected.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the President & CEO of CareerSource Central Florida.

-END OF PAGE-

## RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by CareerSource Central Florida.

### **Part I**

#### **INFORMATION ON RESPONDENT:**

Legal Name of Respondent: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone (    ) \_\_\_\_\_

Facsimile (    ) \_\_\_\_\_

### **Part II**

**IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL AN EMPLOYEE OF RESPONDENT?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

**IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE CENTRAL FLORIDA PRINCIPAL?**

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship: \_\_\_\_\_

\_\_\_\_\_

*(Use additional sheets of paper if necessary)*

**Part III**

**ORIGINAL SIGNATURE REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which CareerSource Central Florida awards an agreement. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Respondent

Print name, title of person, and organization name of individual completing this form:

\_\_\_\_\_  
\_\_\_\_\_

**VENDOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where Vendor has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, Vendor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Vendor is providing the assurances and certifications as detailed below:

**I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Vendor certifies to the best of its knowledge and belief, that it and its principals are: not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal (or plan).

**II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).**

Vendor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

**IV. WORKER'S COMPENSATION RELEASE.**

The undersigned hereby agrees that all employees or subcontractors hired by the undersigned to work on any project involving the CareerSource Central Florida shall be covered by Worker's Compensation in accordance with the laws of the State of Florida as same may exist from time to time.

**V. COST ANALYSIS CERTIFICATION.**

That the cost data presented on line-item budgets or bids related to this Agreement were accurate, complete and current at the time of modified Agreement on price. I understand that negotiating this award, or modification, based on this data provides CareerSource Central Florida the right to a price adjustment to exclude any significant sum by which the price was increased because I had knowingly submitted data that were not accurate, complete or current as certified.

**VI. AMERICANS WITH DISABILITIES ACT**

Vendor will comply with the American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**VII. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Vendor and Subvendors not discriminate against any employee or applicant for employment because of race, color,

religion, sex, or national origin. It also requires the Vendor/Subvendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

**VIII. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Vendor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

**IX. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Vendor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Vendor shall report any violations of the above to the Board. The Vendor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**X. ENERGY EFFICIENCY**

Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

**XI. ACCESS TO RECORDS**

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Vendor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Vendor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

**XII. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Vendor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

**XIII. RECORD RETENTION**

Vendor will retain records as required and will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**XIV. PROVISION AGAINST ASSIGNMENT**

Vendor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Vendor from this modified agreement.

**XV. DAVIS-BACON ACT**

Vendor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick

Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

**XVI. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Vendor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

**XVII. ENVIRONMENTAL STANDARDS**

Vendor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.) (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

**XVIII. INTEGRITY**

Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Vendor must, prior to execution, complete the Certification Regarding Lobbying Form.

**XIX. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Vendors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

**XX. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstance affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one-year period at the end of this contract.

## **XXI. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Vendor fails to provide any of the services it has contracted to provide; or
  - b. Vendor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Vendor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Vendor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Vendor, including court costs and attorney fees, when cause is attributable to the Vendor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## **XXII. COMPLIANCE WITH TANF**

Vendor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

## **XXIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Vendor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Vendor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

## **XXIV. PUBLIC ENTITY CRIMES**

Vendor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;



may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**XXV. THE PRO-CHILDREN ACT**

Vendor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

**XXVI. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Organization/Business Name

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Cost proposal**

| <b>Description</b> | <b>Straight Time Paid</b> | <b>Payroll Cost (State, Federal Taxes)</b> | <b>Subtotal</b> | <b>Admin Profit</b> | <b>Straight Time Billing Rate</b> |
|--------------------|---------------------------|--|-----------------|---------------------|-----------------------------------|
| Position           | \$                        | 0%   | \$              | 0%                  | \$                                |

| <b>Hard Costs</b> |    |
|-------------------|----|
| Background        | \$ |
|                   |    |
| Drug Screen       | \$ |
|                   |    |

The purpose of the above table is to standardize Proposer submittals and determine Proposer administrative rates after all federally mandated payroll taxes have been paid. Proposers are required to use the above chart for their cost proposals, by filling in the remaining columns.

**EXHIBIT B**  
**PROPOSAL OUTLINE and REVIEW CRITERIA/RATING FORM**  
**Proposers should address the Criteria in the *Proposal Outline/Evaluation Criteria* column (below)**

| Proposal Outline/Evaluation Criteria   | Points     | Raters Consideration   | Rating |
|--|------------|--|--------|
| <b>Proposer Qualifications</b>   |            |  |        |
| <b>Max 50pts.</b>  |            |  |        |
| 5.11.1 Describe the Proposer's experience in providing staffing/ payroll services of similar nature to other entities or organizations, state number of contracts currently held, the general scope of those of those services and the firm's resource commitments.  | 0-10 pts.  | Experience of one year or more (highest points should be awarded for multiple years.)  |        |
| 5.11.1 Provide evidence that the firm is capable of performing high quality services when time is of the essence, as well as, describing the firm's size, structure, and number of years of providing services of similar scope.   | 0-10 pts.  | Clearly describes organization, staff and administrative controls are in place to ensure proper delivery of services. Demonstrated experience in providing employer of record services and provides qualitative and quantitative data to back up experience.   |        |
| 5.11.3 Describe the knowledge of both the Proposer and the team that would handle CSCF's account and their experience in providing employer of record services.  | 0-10 pts.  | Demonstrates the capability to serve participants referred by CSCF   |        |
| 5.11.4 Describe the Proposer's ability and willingness to provide prompt and responsive service to CSCF to include interfacing with others and adjustments to service delivery.  | 0-10 pts.  | Business practices indicate quick response, ease of communication, seamless support.   |        |
| 5.11.8 Describe the processes you will use for management and supervision to comply with the requirements in the scope of work including, Proposer work policies, employee/employer orientation, work standards and expectations; background checks and drug testing, safeguarding participant confidential data and Proposer policy regarding them; the capital available to fund payroll on a weekly or biweekly basis, and discuss how timecards are collected, paychecks are distributed and how the Proposer will ensure timely payments to participants, as well as, timely submission of deliverables under the contract. | 0-10 pts.  | -Demonstrates sound employment practices, and provides employee/employer orientation that includes work standards and expectations as well as the Proposer policy on background checks and drug testing.<br>-Demonstrates an acceptable method of timecard collection and distribution of paychecks that ensures timely payments to customers, availability of capital to fund weekly and bi-weekly payroll and timely submittals of contract deliverables.<br>-Demonstrates a system that guarantees the safeguarding of participant confidential data (i.e. SS#'s) |        |
| <b>Knowledge and Experience</b>  |            |  |        |
| <b>Max 15 Pts.</b>   |            |  |        |
| 5.11.2 Provide information on experience in meeting the needs of businesses through staffing/payroll services offered by the firm to include at least two specific recent examples of successful contracts completed or ongoing by the organization within the thirty-six (36) months preceding the issue date of this RFP that demonstrate experience with local, state or federal workforce services or programs.  | 0-10 pts.  | Demonstrates at least two specific examples of successful contracts were completed or is ongoing with-in past 36-months of RFP issuance date with local, state or federal workforce services or programs experience.   |        |
| 5.12.1 Consider the amount of experience with regional workforce boards and the firm's knowledge of workforce services and programs.   | 0-5 pts.   | Provides at least 2 specific examples of successful contracts completed or ongoing within the past 36 months that demonstrate experience with local, state or federal workforce services or programs.  |        |
| <b>Cost/Price</b>  |            |  |        |
| <b>Max. 30 Pts.</b>  |            |  |        |
| 5.13.1 Proposers are required to submit a Cost Proposal using the format provided in EXHIBIT A of this RFP   | 0-5 pts.   | Unemployment, worker comp, and insurance rates are reasonable.   |        |
| 5.13.2 Proposals should clearly identify payroll and administrative fees and any other compensation directly related to services requested in this RFP.  | 0-20 pts.  | The administrative profit is reasonable (higher points given to those with lower administrative rates.)  |        |
| 5.13.3 Include any assumptions made in deriving at the fees and administrative rates.  | 0-5 pts.   | Assumptions regarding calculation of fees are relevant.  |        |
| <b>Social Economic Enterprise Certifications</b>   |            |  |        |
| <b>Max 5 Pts.</b>  |            |  |        |
| 10.0 Certified Minority-owned, Women-owned, Veteran-owned or Labor Surplus enterprises   | 0-5 pts.   | Proposer meets criteria for at least one social economic category.   |        |
| <b>TOTAL MAXIMUM NUMBER OF POINTS</b>  | <b>100</b> |  |        |