



RFP 24-0272

REQUEST FOR PROPOSAL (RFP)
FOR
TEMPORARY STAFFING AGENCY &
PAYROLL SERVICES

ISSUED FEBRUARY 14, 2024

**PROPOSALS DUE BY
March 15, 2024, 11:00 am, EST**

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SECTION A - INTRODUCTION

A.1 STATEMENT OF PURPOSE/NEED

This is a Request for Proposal (“RFP”) for qualified organizations (the “Proposer”, “Respondent”, or “Contractor”) to provide Temporary Staffing & Payroll Services for Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay referred to as the “Organization” or “CareerSource Tampa Bay” or “CSTB”. Selected Proposer will perform the role of employer of record for temporary employment opportunities for CSTB, as part of its training strategies for paid work experience participants.

These documents constitute the complete set of specifications, requirements, and/or proposal forms. All terms and conditions of this RFP, any addenda, proposer’s submissions and negotiated terms, are incorporated into the contract by reference as set forth herein. Proposers are encouraged to thoroughly review the information contained therein to become familiar with the Organization and its operations.

A.2 GENERAL INFORMATION ABOUT THE ORGANIZATION

Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay is a 501(c)(3) non-profit organization. The CareerSource Tampa Bay Board is appointed and designated by the Hillsborough County Board of County Commissioners to act as the Hillsborough County Local Area Workforce Board under provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014. CareerSource Tampa Bay has received certification as the Local Workforce Development Board by CareerSource Florida, Inc. Florida’s State Workforce Development Board. The Board of CareerSource Tampa Bay currently serves as the Administrative and Fiscal Agent for the region. CSTB receives federal funding for the operation of several programs including (but not necessarily limited to) those associated with the Workforce Investment & Opportunity Act (WIOA), the Welfare Transition Program (WTP) and the Wagner-Peyser Act. CareerSource Tampa Bay programs and initiatives are fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$23,377,669.

Effective July 1, 2024, CSTB and another workforce board (CareerSource Pinellas – CSP) shall merge. After the merger, CSP will cease to exist and CSTB shall be the surviving entity. The merger is a required component of the Reimagining Education and Career Help (REACH) Act, passed by legislature and signed into law by Governor Desantis in 2021. A Hillsborough/Pinellas Workforce Development Consortium has been delegated the responsibility of Chief Local Elected Official for the multi-county regional workforce development area.

A.3 TIMELINE

All times listed reflect Eastern Standard Time (EST). These dates are estimates only and are subject to change by CSTB without recourse.

Events	
Release of Request for Proposal (RFP)	RFP will be made available on CareerSource Tampa Bay website by 2/14/2024: https://careersourcetampabay.com/about-us/how-to-work-with-us/
Questions & Answers	Questions must be received by 11:00 am on 2/26/2024. Responses will be posted to the CareerSource Tampa Bay website. It is the responsibility of the entity to periodically check the website for responses to inquiries.
Notice of Intent	Notice of Intent due by 11:00 am on 3/8/2024.
Proposal Due Date	Proposals are due by 11:00 am on 3/15/2024
Proposal Review	Review Panel to discuss proposals and develop recommendations, 4/1-4/5. Date to be confirmed.
CSTB Board approval of Organization	Recommended vendor will be presented for approval at the 5/16/2024 board meeting.

A.4 CONTRACT PERIOD

CareerSource Tampa Bay intends to execute a 12 month "fixed fee" contract as a result of this RFP. CSTB reserves the right to negotiate for continued services with the same Proposer up to four additional years annually depending upon Proposers performance. Each year CSTB will evaluate the effectiveness of the Proposer's performance, if needed, and determine if the contract should be continued. Such renewal will occur at the sole and absolute option of CSTB.

In the event additional funds become available for services requested more than that announced or if not announced expected to become available following the issuance of this RFP, CSTB shall have the right to negotiate and contract with the successful Proposer for additional services without the need for an additional RFP. A contract will be executed after successful negotiations with the recommended Proposer. In the event CSTB is unable to successfully negotiate a contract with the recommended Proposer, as determined by CSTB in its sole and absolute discretion, CSTB may then negotiate with the second or third highest-ranked Proposer and so on until a contract is executed or if CSTB decides to terminate the selection process. Cash advances from CSTB shall not be available to Proposer. Therefore, the successful Proposer must have sufficient cash resources to "front" expenditures and await reimbursement from CSTB, usually within one month of an invoice submitted with proper documentation. In other words, Proposer shall have funds available to cover a minimum of two months of expenses. Proposer must be able to provide documentation to substantiate the invoices which are cost reimbursement. Copies of original documents are adequate.

A.5 QUALIFICATIONS OF THE PROPOSER

This solicitation is open to licensed personnel agencies with the capacity, experience, and financial resources to manage and provide the services and comply with the requirements outlined in this RFP. CSTB may select one or more Proposers as is necessary to meet CSTB's needs.

SECTION B – SCOPE OF WORK

B.1 SERVICES

1. It is CSTB's intent to provide outreach, recruitment, and enrollment of participants into the paid internship activities. CareerSource Tampa Bay 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.
2. There will be some joint responsibilities between CSTB and the Proposer. Proposer will be the employer of record for the program participant. However, for purposes of workers' compensation coverage, the program participant will be considered an employee of the State of Florida and the Proposer will not be required to provide workers' compensation for worksite program participants.
3. For workers' compensation purposes program participants are not considered employees of Proposer or CareerSource, although the Proposer will have all employer responsibilities of the participant.
4. Proposer will be required to submit an online invoice and program participant timecards to CSTB to receive reimbursement of costs.
5. The Proposer, as the employer of record, shall be an Equal Opportunity Employer and adhere to all federal, state, and local laws in relation to its hiring process.
6. 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.
7. Any hours worked by a participant exceeding 40 hours in a workweek will be the sole responsibility of the Proposer.
8. Participants will be paid an hourly rate set by CSTB and may work up to a maximum of 40 hours per week.
9. 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.
10. Payroll must occur weekly. Timecards must 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.
11. Orientation needs to be in conjunction with CSTB, as the internship is with CSTB and the Proposer is the third party vendor.

12. 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 CSTB staff for temporary employment under the contract and will be responsible for the filing of state and federal taxes, unemployment insurance and payroll processing.
13. The Proposer will provide onboarding at CSTB locations or virtually; preference being at CSTB locations.
14. The Proposer will be required to conduct a state level-background check covering CSTB referred participants under the contract and provide CSTB staff with documented results. Preference is that Proposer has a mobile capacity 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 CSTB at the rate actually paid by the Contractor for these expenses.
 - a. Participant results must be disclosed to the worksite employer for consideration prior to commencing work with the worksite employer. Commencement of internships will be contingent upon results of background check and agreement with worksite employer following employer's review of such information.
 - b. Criminal information must be obtained directly from the Florida Department of Law Enforcement.
 - c. 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).
 - d. A level II background check is required for referred participants working with youth or on a school campus.
15. Prior to participants' assignment to a work site employer, the Proposer will conduct an orientation in coordination with CSTB staff either in person or online, with the participant to review the Proposer's policies and worksite 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, when requested by CSTB. Preference is for Proposer to provide bilingual orientations/assistance with online onboarding for those who require it.
16. The Proposer will be responsible for personnel matters such as distribution of pay checks/ACH Payments.
17. A CSTB worksite monitor will provide oversight of the participant and worksite employer at regular intervals to ensure program compliance.
18. The Proposer will work in collaboration with designated CSTB staff to notify the participant of assignment conclusion and complete all necessary termination documentation.
19. The Proposer will work in collaboration with CSTB assigned staff to notify the CSTB Tampa Bay Hires Program Director or their designee in writing within 24 hours of participant termination, if they are fired and let go by host employer.
20. The Proposer will work with CSTB staff to obtain all documentation necessary from a participant's worksite employer to meet reporting and reimbursement requirements.
21. The Proposer will utilize weekly timesheets for each participant. Weekly the Proposer will deliver to CSTB the following deliverables (format and content shall meet CSTB requirements):
 - a. Cumulative hours worked and wages earned by each participant.
 - b. Detailed list of all active participants by worksite employer and/or classification.
 - c. Cumulative assignment detail analysis for all active and terminated participants, including start date, end date, termination date, hourly rates, and duration of employment.
 - d. 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 a notation of FINAL CHECK to invoices, when applicable, for participants. Digital invoices in MS-Excel are required for ease of review.
22. In the event CSTB notifies the Proposer of a participant claiming to have not received the appropriate compensation, the Proposer will promptly contact the 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 CSTB of the dispute and the steps taken by the Proposer to resolve same.
23. 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 CSTB under the contract.

- Records must track and capture cost by multiple grants (i.e. WIOA, TANF, etc.) for all participants under awarded contract, including hours and dollars spent by each participant.
24. The Proposer will provide weekly reports to CSTB staff allowing the ability to generate custom reports, as needed, on performance and fiscal data. In addition to weekly reporting requirements, Proposer will attend scheduled meetings with CSTB staff quarterly. Meeting time and dates to be coordinated with CSTB staff. The Proposer will ensure that electronic access to participant timesheets and paystubs is made available to CSTB staff.
 25. The Proposer will ensure their database is updated weekly.
 26. The Proposer will designate a primary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSTB staff, responding to CSTB requirements, and program reporting.
 27. The Proposer will designate a secondary point of contact that will be responsible for the day-to-day management of the contract, coordinating participant assignments, supervising the delivery of services, coordinating with CSTB staff, responding to CSTB requirements and program reporting while the primary point of contact is on vacation or out for an extended period of time, more than three (3) days.
 28. The Proposer will ensure bi-lingual staff (English & Spanish) will be made available to CSTB upon request.
 29. If the Proposer is requested to source a worker for a specific position and is unable to do so with a qualified candidate agreed upon by CSTB and proposer at the time of the recruitment, and at a pay rate acceptable to CSTB, then CSTB reserves the right to utilize any temporary service provider to meet the specific temporary worker need without liability or fee to the Proposer.

B.2 ADMINISTRATIVE REQUIREMENTS

1. Proposer will be required to list CSTB as an additional insured on their general liability, umbrella, and fidelity bond insurance policies.
 - A. 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.
 - B. 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.
 - C. 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 Tampa Bay during the contract period, whichever is more.
2. Proposer will be required to report to CSTB any costs and ensure compliance regarding medical benefits related to the Affordable Care Act related to temporary and/or payroll services workers both generally before workers are placed and simultaneously when workers are placed.
3. CSTB frequently monitors and evaluates its programs. Proposer must agree to participate in evaluations and allow CSTB access by monitors who will examine Proposer's books, financial transactions, records, and temporary worker files related to the contract.
4. Proposer must agree to assume full responsibility for all costs including funds spent on any ineligible persons certified by Proposer and for payments for hours not supported by time records or pre-approved by CSTB.
5. Bill rates quoted must be for all costs related to the services including the cost of any required background checks, drug tests and other pre-hire costs. The Proposer will not be required to perform drug testing and/or a background check for a participant/temporary worker at an internship or work site unless requested by CSTB. The type of drug screening and/or background check will depend on what the worksite requires. Proposers are to submit the cost and types of drug screening and/or background checks available to CSTB.
6. The Proposer should have sufficient credit or resources to be paid on a reimbursement basis. CSTB will not provide funding advances.

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SECTION C – RESPONDENT INSTRUCTIONS

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for services as described in this RFP must follow the below requirements.

C.1 QUESTIONS AND ANSWERS

Questions and Answers. Inquiries regarding this RFP should be submitted electronically to: rfp@careersourcetb.com Please type "INQUIRY – RFP 24-0272 Temporary Staffing & Payroll Services" in the subject line.

- a. Verbal questions and/or requests for clarification will not be accepted. Questions must be received by **11:00 AM, EST on February 26, 2024**. Responses will be posted to the website at <https://careersourcetampabay.com/about-us/how-to-work-with-us/>.
- b. To maintain integrity of the process, Proposers must only submit questions and proposal to the email address stated above.
- c. Proposers are not to copy or blind copy any other CareerSource Tampa Bay official, employee, or board member.
- d. Violating the above conditions may render the submitted proposal disqualified and subject to no further review.

C.2 NOTICE OF INTENT

Notice of Intent. Qualified organizations who are interested in submitting a proposal are requested to email a notice of intent to rfp@careersourcetb.com no later than **11:00 AM, EST on March 8, 2024**. The subject line shall read "Temporary Staffing & Payroll Services – Notice of Intent". The notice of intent shall include the following: - Entity Name - Contact name, phone number and email address.

C.3 PROPOSAL CONTENT AND FORMAT

No proposal will be considered if it is not complete. A complete proposal conforms with all the requirements of this section. The Proposal content shall follow the format and order listed and use the eight (8) Category titles (I. Title Page, II. Services, etcetera), as provided below:

I. Title Page

The title page must include, at a minimum:

1. The title and number of the RFP;
2. The Respondent's name (person, organization and firm);
3. The name, title, phone number and address of the person who can respond to inquiries regarding the reply; and
4. The signature of the Respondent with authorized signatory.
5. The date
6. Entity type: For Profit or Not-for-Profit – Please specify.
7. The FEID/FEIN of Respondent
8. Unique Entity ID (12-character alphanumeric ID assigned to an entity by SAM.gov) – Please specify or indicate "N/A"

II. Services

Proposer statement confirming they are able to meet all conditions or requirements of [B.1 Services](#). Requirements or conditions that cannot be met are to be listed by number with a brief explanation.

III. Administrative Requirements

Proposer statement confirming they are able to meet all conditions or requirements of [B.2 Administrative Requirements](#). Requirements or conditions that cannot be met are to be listed by number with a brief explanation.

IV. Experience and Qualifications

Proposer shall provide a response to the twelve (12) question/statements listed below. Each response shall include question/statement number and description prior to the response.

1. A description of the organization's services should include experience with providing staffing/payroll services of a similar nature to other entities. 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 can perform the work when time is of the essence, as well as a description of the firm's size, structure, and the number of years of providing services of similar scope.

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.
3. State the number of temporary workers Proposer can effectively manage/payroll at any given time.
4. Explain the Proposer's background check process and how long would it take to perform employer-required background checks? Please specify different time periods for different types of background checks.
5. Describe how the Proposer would ensure compliance with anti-discrimination laws in the recruitment of individuals for temporary jobs?
6. Explain how the Proposer is currently addressing and ensuring compliance with the Affordable Care Act with regard to temporary and payroll services workers.
7. Describe the knowledge of both the Proposer and the team that would handle CSTB's account and their experience in providing employer of record services.
8. Describe the Proposer's ability and willingness to provide prompt and responsive service to CSTB to include interfacing with others and adjustments to service delivery.
9. 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.
10. Location presence in Hillsborough County or indication of future plans to expand footprint into Hillsborough County.
11. Provide the number of current clients in the Hillsborough County footprint and provide two to three references.
12. 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.

V. Fiscal Information and Required Reports

Proposer shall provide a response to the fifteen (15) questions/statements listed below. Each response shall include question/statement number and description prior to the response.

1. Describe the reports Proposer will put in place and make available on an as-needed basis as requested by CSTB. List the elements to be included in the reports. CSTB is asking the Proposer to provide CSTB with a wide array of reports at any given time. The Proposer is to provide in their proposal response the type of custom reports that will be available to CareerSource and the turn-around time for each report.
2. Will the Proposer provide invoices with copies of signed/approved timesheets to CSTB on a weekly basis, grouped by the CSTB defined funding source to which the worker is assigned?
3. Does the Proposer utilize an online system? (Proposer must utilize an online system to be considered for contract award). Will various CSTB staff (e.g. CSTB manager, participant's CSTB counselor, and/or other CSTB approved management and staff) have access to see the timesheet in real-time? Provide a brief explanation of the online system used and how real-time access can be provided.
4. Does the Proposer utilize an electronic time clock system?
5. For Participant payroll services, will the Proposer provide an annual report with the number and names of the participants, number of hours each participant worked, and total wages paid to each participant? This reporting is needed by CSTB for programmatic and Worker's Compensation reporting purposes. Can Proposer provide such reporting on a more frequent basis? In what format will this information be provided (electronically, hard copy, Excel, .pdf)?
6. For Participant payroll services, will the Proposer provide weekly reports with the number and names of the participants, number of hours each participant worked, days and hours worked each day, and total gross and net wages paid to each

participant for the work week? If so, can this reporting be provided to the Participant CSTB counselor and/or manager? In what format will this information be provided (electronically, hard copy, Excel, .pdf)?

7. Will Proposer provide reports at least quarterly of amounts invoiced and/or paid through the contract by the type of service provided?
8. When recruiting for and filling a CSTB temporary or payroll services position, will Proposer provide information and reporting to the CSTB hiring manager, Human Resources representative and CSTB staff assigned to assist Proposer to post and fill positions utilizing the Employ Florida state system?
9. It is not anticipated that there will be disallowed costs, however what funds does the Proposer have available to repay any disallowed costs?
10. Proposer must provide CSTB with access to original documentation to substantiate Proposer invoices. Can Proposer provide an assurance CSTB will be given required access, and can Proposer maintain worker records for seven years?
11. If Proposer maintains their records, how will CSTB be provided access to the records for monitoring purposes?
12. Has Proposer ever filed a petition in bankruptcy? If yes, provide explanatory information.
13. Has Proposer ever had to pay back funds to a funding source, an employer or the federal government? If yes, explain.
14. Most grants CSTB receives prohibit overtime pay for temporary workers. CSTB will not reimburse the selected Proposer(s) for overtime. What controls will Proposer put into place to assure temporary workers do not work overtime?
15. Submit a copy of Proposers last three years' annual financial statements. If the Proposer is in operation for less than three years, provide a statement stating the number of years the Proposer has been in operation and include the most recent annual financial statement(s). If none have been completed, provide a copy of the most recent tax return. If the Proposer has been in operation for less than one year provide an explanation for when the annual financial statements or tax return will be available. Place the annual financial statement(s) or tax return behind the scope of work of the proposal. Failure to submit the required annual financial statement(s) or tax return or for a Proposer that has been in operation for less than one year an explanation when the annual financial statement or tax return will be available, will be cause for the Proposal to be declared non-responsive and will not be considered for contract award by CSTB.

VI. Price Reply

Provide all-inclusive flat rate fee for all labor, materials and travel expenditures required to perform Temporary Staffing & Payroll Services in accordance with the scope of work.

Proposer shall provide a response to the five (5) questions/statements listed below. Each response shall include statement number and statement description prior to the response.

1. State the bill rate and fee you will charge CSTB for temporary staffing and payroll services.
2. Identify any assumptions made in deriving the fees and administrative rates provided in number one (1).
3. State the bill rate and fee you will charge CSTB if CSTB hires a Proposer sourced temporary worker into a regular CareerSource position.
4. Identify any assumptions made in deriving the fees and administrative rates provided in number three (3).
5. Temporary workers may be required to undergo criminal background checks or drug screening as requested by CSTB. In accordance with F.S. 445.009(11) a participant in an adult or youth work experience activity administered under this RFP shall be deemed an employee of the State of Florida for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under F.S. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity. State the cost and turnaround time for Proposer to perform the following:
 - A. Driver's License background check with the State of Florida Department of Motor Vehicles
 - B. Driver's License background check outside of the state of Florida
 - C. Criminal Background Check Level 1
 - D. Criminal Background Check Level 1
 - E. Drug Screening 5 Panel Cost Drug Screening 5 Panel

*If Proposer is a for profit entity, profit must be stated separately.

VII. Small businesses, minority-owned firms, and women's business enterprises

Whenever possible, CSTB shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR 200, Section 200.321 – Contracting with Small and Minority Businesses, Women's Business Enterprises, and labor surplus area firms, or the FAR (48 CFR part 42), as applicable. Small businesses, Minority and female-owned businesses are encouraged to apply. No individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any services provided under the RFP because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

Respondent must either attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Florida Department of Management Services or respond, Not applicable.

VIII. Attachments

Replies to this RFP must include the following documents and certifications:

- **Relationship Disclosure Form (Attachment 1).** Completed, signed, and attached by authorized individual for Respondent.
- **Contractor Provisions, Certifications and Assurances (Attachment 2)** CareerSource Tampa Bay not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment.

C.4 PROPOSAL SUBMISSION

1. Proposals must be submitted electronically to: rfp@careersourcetb.com no later than **11:00 AM, EST, on March 15, 2024**.
 - a. Submit your proposal electronically in a single PDF format in a version compatible to Acrobat PDF. Documents should be clearly marked with the Respondent's business name and address. Please type "PROPOSAL– RFP 24-0272 Temporary Staffing & Payroll Services" in the subject line.
 - b. 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.
2. 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.
3. Preparation costs for responses to this RFP are solely those of the Respondent, and CareerSource Tampa Bay assumes no responsibility for any such costs.

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SECTION E – EVALUATION CRITERIA

All complete proposals will be evaluated according to the guidelines set forth and responsiveness to this RFP. A meeting will be held by a Review Panel to discuss proposals and develop recommendations. At this meeting, prospective providers may be invited to explain their proposals as needed. The Review Panel completes the review sheets and determines final recommendations for providers(s). Review sheet totals do not necessarily determine the outcome but serve as a tool for reviewers to formulate ideas for discussion. An established history of past satisfactory experience in doing business in Florida as confirmed by positive evaluations by references and comparison of the Respondent’s proposals will contribute to the selection.

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors: Services, Administrative Requirements, Proposer Experience and Qualifications, Fiscal Information and Required Reports and Price. The lowest priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered.

The following criteria will form the basis upon which CSTB will evaluate proposals. Proposals that are complete, as stated above, will be evaluated with the following:

Criteria	Maximum Points
Experience, Qualifications, Ability: Proposer sufficiently demonstrates their organization has experience, qualification, and ability to meet the needs of CSTB. (Services, Administrative Requirements, Experience and Qualifications, and Fiscal Information and Required Reports)	45
Proposer Innovation: Proposer provides innovative options for reporting, delivering orientation, and engaging customers	20
References: Proposer provides credible references validating ability to provide services described in the RFP. Preference for workforce system-related experience. Refer to Section C.3, Category IV, question/statement number two (2).	20
Price: Total cost of Temporary Staffing & Payroll Services	15
Entity Designation: Proposer business status is a certified minority-owned, women-owned, or veteran owned business	5
Total Points	105

SECTION F – APPLICABILITY OF SUNSHINE LAWS

Pursuant to Section 445.007, Florida Statutes, regional workforce boards (including CareerSource Tampa Bay) 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 Tampa Bay 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.

SECTION G – APPEAL PROCEDURES

From the date and time of selection/notice of intent to award, a bidder has 72 hours (3 business days) to file a written appeal/protest with the CEO or designee(s). (If unresolved by the CEO or designee(s), the issue will be escalated to individuals selected by the Executive Committee. The decision of this Executive Committee is final.

SECTION H – CONDITIONS AND LIMITATIONS OF THIS RFP

1. This RFP does not commit or obligate CareerSource Tampa Bay 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.
2. Assignment of Contract. No third-party contracts or subcontracts will be allowed, unless specifically approved, in writing by CSTB.
3. Confidentiality and Safeguarding of Information. The entity awarded the contract may have access to confidential information during the course of performing the services described in this RFQ. The entity must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract.
4. All proposals become the property of CSTB and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes. CSTB 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.
5. Reserved Rights. The rights reserved by CSTB, which shall be exercised in its sole and absolute discretion, and shall be at no fault, cost or liability whatsoever, include without limitation, the right to:
 - a. Negotiate extensions to the proposal validity date in the event contract has not been awarded before the close of the ninety (90) day validity period.
 - b. Supplement, amend or otherwise modify or cancel any provisions set forth in this solicitation at any time.
 - c. To accept or reject any or all responses, in whole or in part, to re-advertise this RFQ, to postpone or cancel this process and to change or modify the project schedule at any time, and to accept any proposal that is deemed most favorable.
 - d. Disqualify any Respondent that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ.
 - e. Waive any defect, technicality or irregularity in any response received.
 - f. Require additional information and/or oral presentation from one or more Respondents to supplement or to clarify the RFQ submitted.
 - g. Determine whether the Respondent's written or oral representations are true, accurate and complete or whether the Respondent has adequately responded and has the necessary experience, including seeking and evaluating independent information on any Respondent.
 - h. Consider any information submitted that is not requested by CSTB in a proposal response as supplemental information and not subject to evaluation by the selection committee.
 - i. Unless otherwise specifically proposed by the Respondent, CSTB reserves the right to hold such pricing as effective for the entire intended contract term.
 - j. End contract negotiations if acceptable progress is not being made within a reasonable time frame.
 - k. Change specifications and modify contracts as necessary to (a) facilitate compliance with the legislation, regulations.
 - l. Request additional services. If the Respondent is to be engaged to perform any additional services, the scope and fee will be negotiated in a separate contract to be awarded as a result of this solicitation. Such contracts, including provisions for additional fees, are valid only if approved in writing by both the Respondent and the Organization.

ATTACHMENT 1 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) CareerSource Tampa Bay's current Board of Directors; and (ii) an employee of CareerSource Tampa Bay. Please click on the below link for a listing of CareerSource Tampa Bay's current Board members.

<https://careersourcetampabay.com/about-us/board-of-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 Tampa Bay staff or Board member. Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a CareerSource Tampa Bay staff or Board member; (2) a CareerSource Tampa Bay Board member is an employee of Respondent; (3) Respondent is an employee of CareerSource Tampa Bay; or (4) Respondent is a business associate of any CareerSource Tampa Bay Board member.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Respondent means the individual(s) or firm making any proposal pursuant to this RFP/RFQ

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 Tampa Bay 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 Tampa Bay 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 Tampa Bay Principal or who otherwise holds himself or herself out as or is generally known as the person whom a CareerSource Tampa Bay Principal intends to marry or with whom the CareerSource Tampa Bay Principal intends to form a household, or any other natural person having the same legal residence as the CareerSource Tampa Bay 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 Board of Directors and the Executive Director of CareerSource Tampa Bay.

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 Tampa Bay.

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent: _____

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

Business Phone () _____

Part II

IS RESPONDENT A RELATIVE OF ANY CAREERSOURCE TAMPA BAY PRINCIPAL? _____YES _____NO

IS ANY CAREERSOURCE TAMPA BAY PRINCIPAL AN EMPLOYEE OF RESPONDENT? _____YES _____NO

IS RESPONDENT AN EMPLOYEE OF ANY CAREERSOURCE TAMPA BAY PRINCIPAL? _____YES _____NO

IS RESPONDENT A BUSINESS ASSOCIATE OF ANY CAREERSOURCE TAMPA BAY 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

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 Tampa Bay 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.

Signature of Respondent

Print Name

Title

Date

ATTACHMENT 2 CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

By signing below, Respondent hereby certifies and assures that it will fully comply with all provisions, certifications, and assurances of this Attachment if contract is awarded.

If the Respondent is unable to comply in whole or part with the below, the Respondent is to cite the section number, detail the requirement that cannot be met and provide an explanation with the signed Attachment.

- I. **TERMINATION FOR CAUSE/CONVENIENCE.** a. Either party may request termination upon 60 days prior written notice to the other party. Written notification of termination be by registered mail, return receipt requested. b. CSTB may unilaterally terminate or modify the Agreement, if for any reason the U.S. Department of Labor or the State of Florida reduces funding through the grants under which the Agreement is funded. c. CSTB may unilaterally terminate the Agreement at any time that it is determined that: a. Contractor fails to provide any of the service it has contracted to provide; or b. Contractor fails to comply with the provisions of this modified agreement; or c. Such termination is in the best interest of the Board. In the event the Agreement is terminated for cause, Contractor shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.
- II. **NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.** 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: a. 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; b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs; and g. Equal Treatment of Faith-Based Organizations (29 CFR 2, Subpart D).
- III. **VETERAN'S PRIORITY OF SERVICE PROVISIONS (38 U.S.C. 4215 AND 20 CFR 1010).** Prospective Contractor agrees to comply with the priority of service provisions. "Priority of service" means, with respect to any qualified job training program, that a covered person shall be given priority over a non-covered person for the receipt of employment, training, and placement services provided under that program, notwithstanding any other provision of the law.
- IV. **AMERICAN WITH DISABILITIES ACT.** Prospective Contractor will comply with the Americans 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.
- V. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175).** Prospective Contractor agrees that, if applicable, it shall comply with the requirements of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
- VI. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended [2 CFR 200]** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA).

- VII. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR 98).** The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals: a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; b. Have not within a three-year period preceding this Contract 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; c. 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 above; and/or d. 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.
- VIII. **PUBLIC ENTITY CRIMES.** Prospective Contractor hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.
- IX. **DISCRIMINATORY VENDOR LIST.** Prospective Contractor/Subcontractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.
- X. **CERTIFICATION REGARDING LOBBYING (29 CFR Part 93; 31 USC §1352).** Prospective Contractor 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 employee of Congress, or an 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.
- XI. **INTEGRITY.** Prospective Contractor 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, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form
- XII. **NEVER CONTRACT WITH THE ENEMY.** Prospective Contract certifies, it will comply with the requirement of 2 CFR § 200.215, if applicable. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- XIII. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Prospective Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.
- XIV. **PROCUREMENT OF RECOVERED MATERIALS.** Prospective Contractor agrees that, if applicable, it shall comply with the requirements of section 6002 of the Solid Waste Disposal Act.

- XV. **ENVIRONMENTAL TOBACCO SMOKE (PART C OF P.L. 103-227)/PRO-CHILDREN ACT.** Prospective Contractor agrees to comply with the provisions which impose restrictions on smoking on facilities where federally funded children's services are provided. Contractor 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 prohibit 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.
- XVI. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS (P.L. 103-333 §507).** Prospective Contractor agrees to purchase American-made equipment and products with funding provided under this award to the greatest extent practicable.
- XVII. **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 Prospective Contractors 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.
- XVIII. **STATUTORY AND NATIONAL POLICY REQUIREMENTS.** 2 CFR § 200.300 Prospective Contractor agrees that, if applicable it will comply with EO 13798 Promoting Free Speech and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.
- XIX. **OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULAR.** Prospective Contractor 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.
- XX. **CONFIDENTIALITY.** Prospective Contractor shall maintain the confidentiality of any information, regarding CareerSource Tampa Bay 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 Tampa Bay 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 Tampa Bay. 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.
- XXI. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: 1)"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.2)"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- XXII. **ACCESS TO RECORDS.** Access by CareerSource Tampa Bay, 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 prospective Contractor 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 Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

XXIII. **E-VERIFY.** Prospective Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/ Business Name

Date