



THE COORDINATING & DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS Employer of Record Services for Participant Work Experience

- Date Available: April 12, 2024
- Closing Date: May 13, 2024 11:00 a.m.
- Contact: Ms. Nada Attaway, Comptroller
4000 Viking Drive, Suite A1
Bossier City, LA 71111-7429
nattaway@cdconline.org
- Item: Employer of Record Services for Participant Work Experience
- Agency: The Coordinating & Development Corporation, referred to as "Fiscal Agent" and Seventh Planning District Consortium Workforce Development Board referred to as "LWDB 70" are both hereinafter referred to as "LWDA 70".
- Location: Bienville Parish, Bossier Parish, Caddo Parish (excluding City of Shreveport), Claiborne Parish, DeSoto Parish, Lincoln Parish, Natchitoches Parish, Red River Parish, Sabine Parish, and Webster Parish.
- Scope: The Coordinating & Development Corporation and Seventh Planning District Consortium Workforce Development Board is requesting proposals from private or public sector entities ("proposers") to provide Employer of Record Services clients/participants that participate in paid work. This Request for PROPOSALS (RFP) is a formal invitation to proposer to submit proposals in accordance with the requirements, specifications, and proposal format instructions described herein.

READ THIS REQUEST CAREFULLY

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

REQUEST FOR PROPOSAL

TABLE OF CONTENTS	PAGE
I. Section I – Conditions to Submitting a Proposal	6
II. Section II – Proposal Instructions	8
III. Section III – General Provisions	13
IV. Section IV – Special Provisions	13
V. Section V – Scope of Request	14
VI. Attachments	16

SECTION I
CONDITIONS TO SUBMITTING A PROPOSAL

1.1 Inquiries: All inquiries, written or verbal, shall be directed to LWDA 70.

Ms. Nada Attaway, Comptroller
4000 Viking Drive, Suite A1
Bossier City, LA 71111-7429
nattaway@cdconline.org

Communication is prohibited between the Proposers, its employees, representatives, or agents, and any LWDA 70 employee, representative, or agent, other than as stated above, regarding this Request except with designated participants in attendance **ONLY DURING:**

- Negotiations
- Contract Signing
- As otherwise specified in this Request.

Violations of this provision by the proposer or LWDA 70 personnel may result in the rejection of the proposal.

1.2 Negotiated Procurement: Final evaluation and award is made by LWDA 70.

1.3 Timeline:

The procurement timeline is as follows:

- RFP Released: April 12, 2024
- Written Questions Due: April 26, 2024
- Answers Due: May 1, 2024
- Proposals Due: May 13, 2024
- Review/Grading: May 20-24, 2024
- Contract Start Date: June 1, 2024

1.4 Written Questions:

Written questions will be accepted through 4:30 PM CST on April 26, 2024. Questions may be submitted via email nattaway@cdconline.org. Submission of written questions will be the ONLY opportunity for bidders to ask questions about this RFP. A question and answer (Q/A) document will be prepared from the written questions and posted on our website www.cdconline.org.

Questions concerning this procurement will not be accepted outside of this written question process.

Answers to Questions will be posted on the website at www.cdconline.org no later than April 26, 2024 at 4:30 PM CST.

1.5 Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract, and other costs associated with this Request. All responses will become the property of LWDA 70 and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.

1.6 Method of Solicitation:

This Request for Proposal is a competitive solicitation method being used by LWDA 70 to maximize the likelihood of selecting a high performing, extremely competent provider of workforce development services.

Notice of the RFP is being published in major newspapers in the local area and will also be distributed via

email to relevant organizations and potential responders. Upon its release, the RFP and all accompanying attachments, will be posted in the Times Newspaper, on the LWDA 70 website at The Coordinating & Development Corporation (cdonline.org) and Louisiana Workforce Commission at (laworks.net).

Specific Requirements:

The candidates placed on assignment with LWDA 70 will be paid by the Proposer in accordance with the rates set forth in the applicable work order but shall otherwise be employed by the agency in accordance with the Proposer's policies and procedures.

The Proposer will provide employee benefits to candidates when applicable with LWDA 70 in accordance with its policies and procedures and will be responsible for all payroll related activities associated with the candidate.

The proposer will pre-screen candidates before submitting them for consideration. The pre-screening process utilized by the proposer must include vehicle reports (if requested), criminal background checks (if requested), I-9 verification, education verification, employment references, and drug testing (if requested). Proposer will make the results of candidate reference checks available within three (3) business days of LWDA 70's request.

The LWDA 70 reserves the right to select candidates to become temp-to-perm assignments at the LWDA 70's discretion.

1.7 Evaluation Process:

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Proposals will be evaluated by an evaluation committee of both board members and/or individuals with workforce development experience of either 3-5 individuals selected by the full board. The evaluation committee will review and determine the selected proposer. The full board will ratify the evaluation committee selection at the next board meeting.

The evaluation committee will only review proposals for programs that include the services requested in the RFP package. Respondents may include additional services as part of the proposal, but the proposal must, at a minimum, contain the services that are specifically requested in the RFP.

No employee, officer, or agent of the LWDA 70, Local Chief Elected Official, Standing Committees, or other organizations shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the LWDA 70 has made the award to a respondent and the protest period has begun.

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be completed and signed by proper authority, or the proposal will not be considered.

1.8 Criteria for Evaluating Proposal: LWDA 70 shall make the award in the best interest of the LWDA 70.

All proposals submitted in response to the RFP will be evaluated by the LWDA 70 using the following criteria and factors (listed in no particular order of importance):

- 1.8.1 Experience and Qualifications:** The proposal will be scored on experience in providing employer of record services.
- 1.8.2 Capacity:** Through the different activities of LWDA 70 at any given time can have Work Experience placement for up to 20+ individuals at multiple locations. This can change based on funding availability and the programs available.
- 1.8.3 Ability to Employ those age 16-21:** Any provider must be able to place minors and young adults

aged 16 to 21. **Provider must indicate any restrictions in the ability to place those between 16 and 21 years of age.**

- 1.8.4 **Price of Proposal:** Participants will be paid at hourly wage for work performed. Some participants will be paid considerably more based on job placement. Proposer must provide a set cost of reimbursement based on occupational codes including, but not limited to Administrative Assistant, Janitorial, Office Worker, Lawn Care, Outside Maintenance, Manufacturing, IT, and Engineering.
- 1.8.5 **Services Made Available to Participants by Proposer:** If proposer plans to make services available to participants that are normally outside of the normal employer of record services, they must be listed in the proposal.
- 1.8.6 **Timing of Delivery:** Employment activities will be available upon contact execution. Placements are ongoing and will continue.
- 1.8.7 **Technical Response:** The extent to which the proposer effectively demonstrates an understanding of the needs of LWDA 70, as described in this RFP.
- 1.8.8 **Response Format and Completeness:** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.
- 1.8.9 **Financial Ability:** The proposer's demonstrated financial ability to implement, manage and maintain the proposed offering.

EVALUATION CRITERIA	Points
OVERALL EXPERIENCE OF COMPANY & DEMONSTRATED RESULTS Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	30
QUALIFICATIONS OF PERSONNEL, WORK PLAN, AND APPROACH Our evaluation will include an assessment of the qualifications and experience of your managerial team, staff, and related items. Provide a brief background of your organization and qualifications as an Employer of Record. Describe your process for new hire documents, status changes, billing, background checks, drug testing, benefits, etc. Identify any industry accreditation, licenses, or certifications. Provide three (3) client references with contact information.	40
BUDGET APPROACH/COST EFFECTIVENESS Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.	30
Total	100

NOTE: Designated LWDB 70 or selected committee members will evaluate the written proposals. The LWDA 70 may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each respondent will reflect a consensus of the evaluations.

All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. Respondents are therefore encouraged to thoroughly describe and justify the proposed costs. An analysis will be conducted to ensure the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure the costs are directly associated with carrying out the proposed services; and to ensure the proposed costs will benefit the workforce development delivery system.

- 1.9 **Acceptance or Rejection:** LWDA 70 reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.
- 1.10 **Contract Formation:** No contract shall be considered to have been entered into by LWDA 70 until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful proposer.

- 1.9 Federal, State, and Local Taxes-Governmental Entity:** Unless otherwise specified, the price shall include all applicable federal, state, and local taxes. The successful proposer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.
- 1.10 Debarment of Contractors:** Any proposer who defaults on delivery as defined in this Request may, be barred (a) after reasonable notice to the person involved and reasonable opportunity for that person to be heard. The director after consultation with the attorney of record for the LWDA 70 to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The director, after consultation with the attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney remain in effect until after the trial of the suspended person.
- 1.11 Insurance:** There is not a requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract. The Fiscal Agent requirements may include proof of the following as applicable: general liability coverage, insurance for motor vehicles used by employees of the contractor, workers compensation, and blanket bond coverage.
- 1.12 EEO Requirements:** The Contractor will be required to comply with EEO requirements. No person in the United States shall be, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under the agreement.
- 1.13 Participant Grievances:** The contract will include a provision that requires the Contractor to adopt procedures for hearing and resolving grievances and complaints arising out of this contract, in conformity with the LWDA 70's established policies.

SECTION II PROPOSAL INSTRUCTIONS

- 2.1 Preparation of Proposal:** LWDA 70 has the right to rely on any price quotes provided by proposer. The proposers shall be responsible for any mathematical error in price quotes. LWDA 70 reserves the right to reject proposals which contain errors.

Proposals Shall Be Submitted Electronically by the Closing Date: LWDA 70 is relieved of any responsibility if the proposer fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other proposer, competitor, or LWDA 70 employee.

Proposals shall contain a concise description of proposer's capabilities to satisfy the requirements of this Request For Proposals with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposals without additional clarification shall not be considered responsive.

- 2.2 Term:** It is the intent of LWDA 70 to award a single contract for the services identified herein.

The expected contract term under this solicitation will be from June 1, 2024 through May 31, 2025, provided measurable outcomes are successfully achieved and sufficient funds for the contract term remain available. LWDA 70 will have the option to renew the contract for up to three (3) additional one-year periods contingent upon successful performance and with Board approval as follows:

- Optional Renewal One – June 1, 2025 through May 31, 2026
- Optional Renewal Two – June 1, 2026 through May 31, 2027

- Optional Renewal Three – June 1, 2027 through May 31, 2028

Note: The option to renew is not guaranteed and the initial award of the contract does not imply an exercise of the option to renew.

Respondents are encouraged to submit their best offer for providing the services solicited and to thoroughly describe and justify the costs. A cost price analysis will be conducted to ensure that the proposed costs are necessary, fair, and reasonable. Funding during the contract period may be adjusted due to changes in WIOA Title I funding received.

2.3 Contract Type:

LWDA 70 contemplates payment under a cost-reimbursement basis.

For the purposes of responding to this RFP,

- the Proposers shall provide a fee structure for each category of employee:
 - administrative/office support
 - customer service
 - accounting/finance
 - laborers/equipment
 - operators/janitorial/lawn care
 - nurses and other professional services.
 - contract management
 - manufacturing/IT/engineering.
- Proposals should contain a temp-to-perm conversion schedule.

Due to the nature of LWDA 70's funding sources, potential changes in legislation and policies, and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

2.4 Deadline for Submission of Proposals: Proposer's proposal shall consist of:

An electronic copy emailed to, nattaway@cdconline.org or through some other internet delivery service such as dropbox. Emailed proposals cannot exceed 9 MB. If a proposer's proposal is greater than 9 MB, and they don't have access to some type of internet delivery option, the proposer should send an email to nattaway@cdconline.org request a link to a dropbox.com that the LWDA 70 will set up and provide to the proposer.

Proposals must be received by the LWDA 70 by May 13, 2024 at 11:00 a.m. CST.

Proposals that are received after the proposal deadline time and date shall be disqualified from consideration. Late proposals will be retained unopened in the file and not receive consideration.

2.5 Signature of Proposal: Each proposal shall give the complete mailing address of the proposer and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the proposal social security number or Federal Employer's Identification Number and Unique Federal Identifier Number if available.

2.6 Sequence of Submission:

Proposal must be submitted with elements in the following order:

- Transmittal letter
- Attachment A – Insurance Requirements
- Attachment B – Proposal Cover Sheet
- Attachment C – Assurances and Certifications
- Attachment D – Certification Regarding Debarment/Suspension
- Attachment E – Certification Regarding Lobbying

- Attachment F – Conflict of Interest Employer of Record Services

- 2.7 Modification of Proposal:** A proposer may modify a proposal by letter or by email transmission at any time prior to the closing date and time for receipt of proposals.
- 2.8 Withdrawal of Proposal:** A proposal may be withdrawn on written request from the proposer to the LWDA 70 contact person prior to the closing date.
- 2.9 Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining proposal tabulation from the LWDA 70. Proposal results can be obtained by sending (do not include with proposal):

A self-addressed, stamped envelope:

Send to:

Ms. Nada Attaway, Comptroller 4000 Viking Drive, Suite A1, Bossier City, LA 71111-7429

- 2.10 Notice of Award:** An award is made on execution of the written contract by all parties. Only LWDA 70 is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.
- 2.11 Additional Proposals:** Proposer's may submit only one proposal.
- 2.12 Proposal Format:** Proposers are asked to prepare their proposals in a format that they believe best conveys the details of their property and offering.
- 2.13** As a general guideline in preparing the narrative, proposers should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all proposers shall provide the following identifying information in the narrative portion of their proposals:
- **Provider Identification** - Name, address, phone number, and authorized signature of proposer.
 - **Corporate identification** - If applicable, proposer's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), federal tax identification number, and federal unique id.
 - **Pricing** - Rates shall be based as a markup percentage of the hourly wage paid to each participant based on employment placement category. Other services (drug testing, background checks, TB Tests, etc.) shall be priced at a rate for each service performed.
- 2.14 Other Proposal Completion Instructions:** Proposers are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection. Such additional information may include a description of services the proposer will include as a part of the proposal in addition to the specifications contained in this RFP.

The narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

SECTION III GENERAL PROVISIONS

- 3.1 Termination for Cause:** LWDA 70 may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
- 3.1.1** The Contractor fails to make delivery of goods or services as specified in this contract; or

- 3.1.2 The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.
- 3.1.3 LWDA 70 shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as LWDA 70 may authorize in writing), they shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.2 Termination for Convenience: LWDA 70 may terminate performance of work under this contract in whole or in part whenever, for any reason, LWDA 70 shall determine that the termination is in the best interest of LWDA 70. In the event that LWDA 70 elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.3 Notices: All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Ms. Nada Attaway, Comptroller
4000 Viking Drive, Suite A1
Bossier City, LA 71111-7429
nattaway@cdconline.org

3.4 Rights and Remedies: LWDA 70 shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by LWDA 70 subject to any offset by LWDA 70 for actual damages including loss of federal funds.

The rights and remedies of LWDA 70 provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.5 Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.6 Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor and shall be fully qualified to perform the work required.

3.7 Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of LWDA 70. If the proposer has any conflict of interest, those conflicts shall be identified and all measures shall be taken and put in place to ensure any conflict of interest has no impact on the outcome of this request for proposal.

3.8 Confidentiality: The Contractor may have access to private or confidential data maintained by LWDA 70 to

the extent necessary to carry out its responsibilities under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to employees to ensure compliance with all laws, rules, and regulations. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by LWDA 70 at the request of LWDA 70 in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by LWDA 70, will destroy or render it unreadable.

- 3.9 Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 3.10 Hold Harmless:** The Contractor shall indemnify LWDA 70 against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work under this contract, caused by the Contractor.

LWDA 70 shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to LWDA 70 property. The Contractor shall do nothing to prejudice LWDA 70's right to recover against third parties for any loss, destruction, or damage to LWDA 70 property.

- 3.11 Retention of Records:** Unless LWDA 70 specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for three (3) years following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period.

Delivery of and access to the records shall be at no cost to LWDA 70.

- 3.12 Federal, State, and Local Taxes Contractor:** LWDA 70 makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
- 3.13 Indemnification:** The contract will include an indemnification clause which will state that the Contractor shall indemnify and hold harmless the State of Louisiana/LWC, WIOA Administrative Entity/Fiscal Agency, Local Chief Elected Official, LWDB 70, its officers, agents and employees from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any of its employees, agents, volunteers, subcontractors, or representatives.
- 3.14 Dispute Resolution:** The contract will have a provision for dispute resolution. This provision will require the Contractor to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The contract will require the contractor to continue to provide services while the dispute process is ongoing.
- 3.15 Audit Rights:** The contract will have a provision which will allow LWDA 70, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, and of their duly authorized

representatives, or other with statutory audit rights to perform audits after reasonable advanced notice to the Contractor at any time during the contract period or within three (3) years from the date of the final payment of the contract. At any time during normal business hours and as often as LWDA 70 or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by the contract. The Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, any of their duly authorized representatives, shall have the authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to the contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by the contract. LWDA 70 reserves the right to monitor the contractor annually and anytime during the contract period.

3.16 Modification: This contract shall be modified only by the written agreement of the parties with the approval of LWDA 70. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective. Any changes to the contract required to maintain compliance with laws, rules, regulations or to update for new laws shall be incorporate into the contracts automatically through a written notice.

3.17 Assignment: The selected proposer is prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement or its rights, title, interest, or duty therein, or its power to execute such agreement, to any other person or entity, without the previous consent and written approval by LWDA 70.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of LWDA 70.

3.18 Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.19 Criminal Or Civil Offense of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the proposal or termination of the contract.

3.20 Competition: The purpose of this Request is to seek free and open competition. The proposer shall advise LWDA 70 when any specification, language or other requirement inadvertently restricts or limits proposals to a single source. Notification shall be in writing and must be received by LWDA 70 no later than seven (7) business days prior to the request closing date. LWDA 70 reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.

3.21 Injunctions: Should LWDA 70 be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of LWDA 70, proposer shall not be entitled to make or assert claim for damage by reason of said delay.

3.22 Acceptance: No contract provision or use of items by LWDA 70 shall constitute acceptance or relieve the proposer of liability in respect to any expressed or implied warranties.

3.23 Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a

written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application to this end the contract terms and conditions are severable.

- 3.24 Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 3.25 Insurance:** The Successful Proposer shall present the required insurance(s): General Liability, Bonding, Insurance for Motor Vehicles used by employees of the contractor, and Workman Compensation. The Proposer must submit copies of the insurances with the submission of the proposal response to LWDA 70.
- 3.26 Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to the LWDA 70. Failure to provide available price reductions may result in termination of the contract. Payment terms will be net 30.
- 3.27 Payments:** Payments shall not be made for costs or items not listed in the proposer's response.
- 3.28 Award:** Awards will be made by LWDA 70 based upon the best interest of LWDA 70. The successful proposer will be notified in writing by LWDA 70. Neither the proposer nor LWDA 70 is obligated in any way until the contract has been approved and signed by all parties.
- 3.29 Appeal Procedure:**

In accordance with applicable regulations, respondents who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal decisions:

Submit a letter within three (3) business days from the date of the notification of the contract award to the Chairperson of LWDB 70 stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the criteria below:

- a. Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board.
- b. Unfair competition or conflict of interest in the decision-making process.
- c. Any illegal or improper act or violation of law.
- d. Other legal basis on grounds that may substantially alter the Board's decision.

The Chairperson will review the appeal and respond within ten (10) business days.

In the event the WDB Chairperson's response is not satisfactory to the respondent, an appeal to the Chief Elected Official may be requested.

The request must be addressed in writing within fifteen (15) days from receipt of response from WDB's Chairperson to:

Seventh Planning District Consortium
Workforce Development Board WDB-70
Attention: Chief Elected Official
4000 Viking Drive, Suite A1
Bossier City, LA 71111

The appeal will be heard at a time set by the Chief Elected Official after consultation with legal counsel, as appropriate.

**SECTION IV
SPECIAL PROVISIONS**

- 4.1 Proposal Format:** The following information shall be part of the technical narrative proposal: **Proposers are instructed to prepare their Proposal following the same sequence as this section of the Request For Proposal.**
- (1) Transmittal letter which includes the following statements:
- (a) that the proposer is the prime contractor;
 - (b) that the proposer is a corporation or other legal entity;
 - (c) that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) that the proposer does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (f) that the proposer presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict, or that may result in the appearance of a conflict;
 - (g) that the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - (h) whether there is a reasonable probability that the proposer is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the proposer's which would relate to the performance of this contract. If the statement is in the affirmative, the proposer is required to submit with the proposal, written certification and authorization from the parent, proposer or subsidiary organization granting LWDA 70 and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the proposer will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of LWDA 70.
- 4.2 Proposer's Qualifications:** The proposer must include documentation of the proposer's corporation and each subcontractor if any. The documentation shall include the following:
- (a) date established;
 - (b) ownership (public, partnership, subsidiary, etc.);
 - (c) number of personnel, full and part-time, assigned to this project by function and job title;
 - (d) location of the project within the proposer's organization;
 - (e) relationship of the project and other lines of business
- 4.3 Subcontractors:** The contractor shall be the sole source of contact for the contract. The chosen vendor will not subcontract any work under the contract to any other firm.
- 4.4 Qualifications:** A description of the proposer's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience shall be submitted. The proposer must be an established firm recognized for its capacity to perform. The proposal must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.
- 4.5 Disallowed Costs:** The contract will have provisions that require the contractor to repay any expenditure that is found to be unallowable. The contract will have provisions requiring the contractor to remedy any deficiencies found in audits or monitoring reports prior to incurring additional expenditures or receiving additional funds.
- 4.6 Contractor Self-Monitoring:** The Contractor will be required to periodically conduct self-monitoring to ensure compliance with WIOA, local policies, budgets, performance measures, and similar measures. LWDA 70 may

require the Contractor to submit periodic reports on its self-monitoring activities.

4.7 Other Contract Provisions: The contract may have provisions which are not described in this RFP. Those provisions may be necessary due to applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or for other reasons.

4.8 Attachments: Proposers required attachments include the following:

- Attachment A – Insurance Requirements
- Attachment B – Proposal Cover Sheet
- Attachment C – Assurances and Certifications
- Attachment D – Certification Regarding Debarment/Suspension
- Attachment E – Certification Regarding Lobbying
- Attachment F – Conflict of Interest Employer of Record Services

SECTION V SCOPE OF REQUEST

5.1 SCOPE AND BACKGROUND:

The purpose of this RFP is for LWDA 70 to enter into a (1) one-year contract with the option to renew for three (3) additional years in (1) one-year increments with a qualified a Professional Employer of Record for LWDA 70. This contract will be for clients and participants that are taking part in a work experience opportunity through federal, state and/or local funded programs offered by the LWDA 70. Contractors will provide payroll services, workers compensation and unemployment insurance, general liability insurance, and other human resource services normally provided to temporary or contract workers.

LWDA 70 staff delivers WIOA services to the public at locations known as “American Job Centers” (AJCs). Within our Local Workforce Development Area, there are eight (8) AJC facilities. The services at the AJCs are provided at no cost to its participants.

Currently LWDA 70 utilizes work experiences such as paid/unpaid work experience, on-the-job training, internships, job shadowing, etc. through our Title I Workforce Innovation and Opportunity Programs (WIOA), and other programs as appropriate and funding allows. The work experience and on-the-job placements range from administrative assistants, janitors, landscape workers, general office/clerical work, manufacturing, IT, and engineering but are not limited to those general job categories. Work hours range from a low of 20 hours to 40 hours a week. In the WIOA programs, LWDA 70 place Adult and Dislocated Worker participants at the age of 18 and above and Youth participants between the ages of 16 to 24 are placed in work experience with local employers. Any proposer that is unable or has restrictions in their policies to employ those between the ages of 16 to 24 must note any restrictions in the proposal.

SCOPE:

Duties of Contractor:

- 1) Onboarding of employees/complete all new hire paperwork.
- 2) Ensuring proper documents are present to legally employ the participants.
- 3) Maintain payroll and personnel records; withhold and transmit payroll taxes; making unemployment contributions; handling unemployment and workers' compensation claims.
- 4) All payment/ withholdings related to Social Security, Medicare, and State & Federal Taxes .
- 5) W-2's - Responsible for providing W-2s of the preceding calendar year by January 30 each year.
- 6) Wage Garnishments - The Employer of Record will administer wage garnishments as required.
- 7) Provide screening or testing required by worksites (examples: 5 Panel drug testing, TB Testing,

Background checks, etc.)

- 8) Meet all Worker's Compensation Insurance requirements.
- 9) Extend any applicable Affordable Health Care Insurance Coverage as required by law.
- 10) Ensure all applicable payroll taxes, statutory benefits and compliance regulations are met.
- 11) Extend any applicable Affordable Health Care Insurance Coverage as required by law.
- 12) Notify LWDA 70 of any accidents or incidents on job sites.
- 13) Will ensure all placed participants maintain a safe worksite and OSHA Compliance.
- 14) Provide payroll reports and documentation to the finance office of LWDA 70.
- 15) Provide copies of employee files to LWDA 70.
- 16) Invoice LWDA 70 for services provided in a timely manner.
- 17) Ensures compliance terminations and offboarding.
- 18) Provides ongoing support on local labor laws and regulations.

Duties of LWDA 70:

- 1) Determine eligibility and enroll participants.
- 2) Forward participants to contractor for onboarding.
- 3) Secure Job Sites.
- 4) Provide job placement and monitoring.
- 5) Process Invoices from Contractor in a timely manner.
- 6) Monitor activities of Contractor for compliance and outcomes.
- 7) Issue payments for invoices based on Net 30 terms.

Background of the Programs:

The primary mission of LWDA 70 is helping individuals gain self-sufficient employment and to help businesses find labor sources. LWDA 70 does this through a number of different programs, and some of those programs allow for the use of work experiences. LWDA 70 can pay all or part of wages. The primary programs include the Workforce Innovation and Opportunity Act (including adult, dislocated worker, and youth).

The Workforce Innovation and Opportunity Act (WIOA) allows different levels of services based on demographics. Services range from basic job search, resume assistance, training, to job placement. WIOA Youth program works with individuals aged 14 to 24 and can place those individuals in paid work experiences based on barriers and needs. Youth eligible for the program have multiple barriers to completing education or job placement and are typically low-income themselves or come from low-income families.

ATTACHMENT A

INSURANCE REQUIREMENTS

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at the time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Coordinating & Development Corporation, referred to as "Fiscal Agent" and Seventh Planning District Consortium Workforce Development Board referred to as "LWDB 70", are both hereinafter referred to as "LWDA 70" as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Fiscal Agent receiving goods and services and reference the respective Coordinating & Development Corporation and Seventh Planning District Consortium Workforce Development Board RFP solicitation for Employer of Record.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence. The Coordinating & Development Corporation and Seventh Planning District Consortium Workforce Development Board shall be listed as an alternate Employer by endorsement on Proposer's workers compensation insurance policy.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage. The Coordinating & Development Corporation and Seventh Planning District Consortium Workforce Development Board shall be an additional insured.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability and property damage \$1,000,000.00 each accident. The Coordinating & Development Corporation and Seventh Planning District Consortium Workforce Development Board shall be an additional insured.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

Proposal for Employer of Record
For the
The Coordinating & Development Corporation
and Seventh Planning District Consortium Workforce Development Board
June 1, 2024 through May 31, 2025

Proposing Organization: _____

Note: If proposing as a Consortium, identify the lead agency on this Cover Sheet and attach a listing of Consortium Entities and Contacts.

FEIN #: _____ DUNS #: _____

Address: _____

City State Zip

Telephone: _____ Fax: _____

Web Address: _____

Contact Person: _____

Title: _____ Telephone: _____

Email Address: _____

Type of Organization: ___ Nonprofit ___ Governmental ___ Private for Profit
Community-Based: ___

Special Consideration: ___ Minority ___ Veteran ___ Women-Owned Business
(Check all that apply)

Total Funding Amount Requested for June 1, 2024 through May 31, 2025:

Proposing Organization Authorized Signature: _____

Print Name: _____

Title: _____

For WDB use only:

Date Proposal Received by LWDB-70: _____ Time: _____

ATTACHMENT C – Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The following assurances and certifications will be made a part of any resulting contract from this solicitation and respondents must agree to each item below.

1. The individual signing this proposal is authorized to submit the proposal on behalf of the agency/organization.
2. The Contractor assures and certifies that services funded through a contract WDB shall be administered in full compliance with applicable federal, state and local laws, regulations and policies. These include, but are not limited to:
 - a. Maintaining records that accurately reflect actual performance
 - b. Maintaining record confidentiality, as required
 - c. Reporting financial, participant, and performance data, as required
 - d. Complying with Federal and State non-discrimination provisions
 - e. Meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - f. Meeting all applicable labor laws, including the Child Labor Law standard
3. The Contractor shall establish and maintain an auditable financial system, in accordance with recognized accounting practices, with the Act and Regulations, and with State and local requirements on fiscal and programmatic reports.
4. The Contractor must be able to demonstrate that they are fiscally solvent.
5. The Contractor certifies that it will provide a drug-free workplace, as required by Federal law.
6. Any representative/agent of the WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the WDB and in accordance with sound business practices. In complying with these requirements, representatives/agents shall refrain from:
 - a. Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
 - b. Participation in awards or administration of contracts to firms in which the member, officer, staff or representatives/agent or his/her immediate family has a financial or other interest.
 - c. Any representative/agent, who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.

Name of Applicant Organization

Authorized Signature/Date

Name and Title of Authorized Representative

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant 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 proposal been convicted of or had a civil judgement 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; 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 indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 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.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant Organization

Name and Title of Authorized Representative

Signature/Date

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employer 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, U.S. Code. 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.

Name of Applicant Organization

Name and Title of Authorized Representative

Signature/Date

ATTACHMENT F

CONFLICT OF INTEREST EMPLOYER OF RECORD SERVICES

By submitting a proposal, the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if LWDA 70 awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. LWDA 70 reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

Name of Applicant Organization

Name and Title of Authorized Representative

Signature/Date

ATTACHMENT G

**Workforce Development Board LWDA-70, Evaluation Committee
Request for Proposals – Employer of Record
Evaluation Review Criteria**

Name of Proposer: _____

Date of Evaluation: _____

Score (Evaluator must complete the number of points awarded for each Evaluation Item.)

	Maximum Points	Evaluator Points
OVERALL EXPERIENCE OF COMPANY & DEMONSTRATED RESULTS Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.		
Experience and Qualifications. The proposal will be scored on experience in providing employer of record services.	10	
Capacity. Through the different activities of LWDA 70 at any given time can have Work Experience Placements in WIOA programs a range of 20, however we hope to increase to over 100 within the next two years. This can change based on funding availability and the programs available.	10	
Ability to Employ those age 16-21. Any provider must be able to place minors and young adults aged 16 to 21. Provider must indicate any restrictions in the ability to place those between 16 and 21 years of age.	10	
QUALIFICATIONS OF PERSONNEL, WORK PLAN AND APPROACH Our evaluation will include an assessment of the qualifications and experience of your managerial team, staff, Provide a brief background of your organization and qualifications as an Employer of Record. Describe your process for new hire documents, status changes, billing, background checks, drug testing, benefits, etc. Identify any industry accreditation, licenses or certifications. Provide three client references with contact information.		
Timing of Delivery. Employment activities will be available upon contact execution. Placements are ongoing and will continue. Describe your onboarding process with new hires.	10	
Services Made Available to Participants by Proposer. If the proposer plans to make services available to participants that are normally outside of the normal employer of record services, they must be listed in the proposal.	10	
Technical Response. The extent to which the proposer effectively demonstrates an understanding of the needs of LWDA 70, as described in this RFP.	10	
Response Format and Completeness. Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.	10	

BUDGET APPROACH/COST EFFECTIVENESS		
Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.		
Price of Proposal. Rates shall be based as a markup percentage of the hourly wage paid to each participant based on employment placement category. Other services (drug testing, background checks, TB Tests, etc) shall be priced at a rate for each service performed. Some participants will be paid considerably more based on job placement. Proposer must provide a set cost of reimbursement based on occupational codes including, but not limited to Administrative Assistant, Janitorial, Office Worker, Lawn Care, Outside Maintenance, Manufacturing, IT, and Engineering.	15	
Financial Ability. The proposer's demonstrated financial ability to implement, manage and maintain the proposed offering.	15	
Total	100	

Total Points Awarded: _____

Overall Experience of Company & Demonstrated Results _____

Qualifications Of Personnel, Work Plan and Approach _____

Budget Approach/Cost Effectiveness _____

Comments:

Evaluator's Name (Printed): _____

Signature: _____