



## Competitive Proposal (CP) For Employer of Record Services

<b>RFP Issued</b>	<b>2/2/2024</b>
<b>Final Day to Submit Questions</b>	<b>2/23/2024</b>
<b>Proposals Due</b>	<b>3/1/2024</b>
<b>Virtual Interviews</b>	<b>3/4/2024 – 3/15/2024</b>
<b>Evaluation</b>	<b>3/4/2024 – 3/29/2024</b>
<b>Anticipated Award Notification</b>	<b>4/1/2024</b>
<b>Anticipated Contract Start</b>	<b>7/1/2024</b>

Proposal must be received no later than  
3/1/2024 by 5PM  
**ABSOLUTELY NO EXCEPTIONS**

The San Diego Workforce Partnership is an equal opportunity employer and is committed to equal opportunity in its contracting process. Auxiliary aids and services are available upon request to individuals with disabilities.

# Employer of Record Services

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## I. INTRODUCTION AND SCOPE OF WORK

### PURPOSE OF RFP

The San Diego Workforce Partnership (Workforce Partnership) is soliciting proposals for the provision of Employer of Record (EOR) services. We are seeking a qualified and experienced EOR service provider to support our organization in the management of employment and payroll responsibilities for our programs offering subsidized wages for our program participants.

Programs offering subsidized wages often consist of short-term >200 hours of work experience in office settings performing a variety of administrative tasks. Funding for the subsidized wages typically comes from a variety of philanthropic organizations and local or state government grants.

The estimated dollar amount of processing is between \$500,000 and \$1,000,000 for the contract period described in section C.

### SCOPE OF WORK

The Workforce Partnership seeks to procure a professional Employer of Record Service Provider:

The selected EOR service provider will be responsible for:

1. Onboarding, payroll processing, and tax compliance for our participants.
  2. Providing benefits administration and support to our participants.
  3. Ensuring legal compliance in employment and labor regulations.
  4. Managing and mitigating employment-related risks.
  5. Timely and accurate reporting of payroll and employment data.
- Contractor enters into this Agreement as an independent contractor and shall remain an independent contractor throughout the Term. Contractor agrees that neither Contractor nor Contractor's employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a "Contractor Party" and collectively "Contractor Parties") are or will be an employee, partner, agent, or principal of SDWP at any time during the Term. Contractor, at Contractor's own expense, is responsible for providing to Contractor Parties disability, unemployment, worker's compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of SDWP including, without limitation, SDWP provided disability or unemployment insurance, worker's compensation, medical insurance, retirement plans, sick leave, or any other SDWP employment benefit.
  - Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by SDWP to Contractor under this Agreement. Contractor shall provide SDWP proof of timely payment of such taxes upon request from SDWP. Contractor agrees to indemnify, defend and hold harmless SDWP and SDWP Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys' fees reasonably incurred) suffered by Contractor's failure to comply with this provision.

- Contractor may, at Contractor's own expense, use any of its own employees as Contractor deems necessary to perform the Services required of Contractor under this Agreement. SDWP may not control, direct or supervise Contractor's employees in the performance of those Services.

## CONTRACT PERIOD

The Workforce Partnership intends to award one contract with a base year that will begin on or about 7/1/2024 and end on 06/30/2025 with the option to extend the agreement for three additional one-year periods based on organizational need, service provider performance, and funding availability.

## ORGANIZATIONAL OVERVIEW & GOVERNANCE

The Workforce Partnership is a 501(c)(3) tax-exempt organization chartered by the County and the City of San Diego to fund job training programs in the San Diego region. The organization's primary funding is allocated by the U.S. Department of Labor (DOL) under the provisions of WIOA and is overseen under the leadership of the Board of Directors which is comprised of the Workforce Development Board (WDB) and the Policy Board. For additional information on the Workforce Partnership, visit [workforce.org](http://workforce.org).

## ELIGIBLE APPLICANTS

For-profit and nonprofit organizations, public agencies, consortiums, and/or a collaboration of these organizations are all encouraged to apply. Consortiums, joint ventures, or collaboration of organizations with complementary skills and experience are encouraged to apply, but proposals need to clearly identify one legal entity as the prime respondent that will hold contracting responsibilities and liabilities. Entity not excluded or disqualified through the System for Award Management (SAM).

## ADDENDA TO THIS RFP

The Workforce Partnership may revise any part of this RFP and will release an addendum that will be posted on the Workforce Partnership's website, [workforce.org/funding](http://workforce.org/funding). Respondents are responsible for checking the website to remain informed about the process and any changes that may affect the RFP. If respondents have difficulty or problems accessing the website or downloading information, contact the Workforce Partnership at [compliance@workforce.org](mailto:compliance@workforce.org).

## RIGHT TO CANCEL

The Workforce Partnership reserves the right to delay, amend, reissue or cancel, all or any part of this RFP at any time without prior notice. The Workforce Partnership also reserves the right to modify the RFP process and timeline as necessary. This RFP does not commit the Workforce Partnership to accept any proposal or execute an agreement with any respondent, nor is the Workforce Partnership responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The Workforce Partnership reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award the contracts in whole or in part as is deemed to be in the best interest of the Workforce Partnership. The Workforce Partnership reserves

the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of the Workforce Partnership.

## SUBMITTAL OF PROPOSAL

The Workforce Partnership must receive proposals no later than 03/01/2024 by 5:00PM

PDF versions of written and signed proposals should be sent to [compliance@workforce.org](mailto:compliance@workforce.org) with the title of “Employer of Record Services response”. **Late proposals will not be accepted.**

## QUESTIONS AND ANSWERS ABOUT THE RFP

All questions about this RFB must be emailed to [compliance@workforce.org](mailto:compliance@workforce.org) with the name of the RFB in the subject line and we will respond in three business days.

## II. PROPOSAL SUBMISSION

Section	Section Title	Page Limit(s)
A	Cover Page	1 page
B	Proposal Narrative : Organizational Qualifications	8 pages
C	Pricing Sheet	1 page
D	Conflict Of Interest Disclosure Form	1 page

### A. COVER PAGE

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email, and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

### B. PROPOSAL NARRATIVE

Response must address the following sections in the proposal narrative:

#### 1. Organizational Qualifications

Please address the following:

- Please provide an overview of your organization’s experience and qualifications for similar sized projects; includes demonstrating that your organization has sufficient size and depth of management, financial strength, resources and services to support the need
- Please provide a timeline with key milestones for set-up/implementation of services and roles of responsibilities of contractor and the Workforce Partnership to achieve each milestone.

#### 2. Services Provided

Please address if and how you will provide the following services:

- **Payroll Processing:** Management of all aspects of payroll, including calculating wages, deductions, and taxes for employees ensuring timely and accurate payment to workers. Please provide the markup cost for this service.
- **Stipends:** Will you process stipend payments for clients in lieu of wages when appropriate? Program participants often receive stipends as an incentive to attend training programs and to cover the cost of household expenses while searching for full-time employment opportunities. Please provide the markup cost for this service.
- **Tax Compliance:** responsibility for handling tax withholding and reporting, including income taxes, social security, and unemployment taxes. How do you stay up to date with tax laws and regulations.
- **Onboarding and Offboarding:** How will you manage the onboarding process for new employees, including paperwork, background checks (if necessary), and legal compliance. Also include the management of offboarding tasks, such as final paychecks.
- **Benefits Administration (if required):** Many of our programs are short-term internships >90 days. However, some clients may participate in longer-term work experience. Will you offer benefits packages to eligible workers, including health insurance, retirement plans, and other employee benefits and how does that impact markup fees?
- **Workers' Compensation:** Do you provide and manage workers' compensation claims and insurance, ensuring that employees are covered in case of work-related injuries or illnesses.
- **Compliance and Legal Responsibilities:** Will you keep up-to-date with labor laws and regulations, ensuring that clients remain in compliance with employment laws, such as minimum wage, overtime, and workplace safety requirements.
- **Risk Management:** Will you provide assistance in mitigating employment-related risks by providing guidance and support in areas like employee relations, disciplinary actions, and terminations?
- **Record Keeping:** Do you maintain accurate and up-to-date employment records for all contingent workers, including pay stubs, tax records, and personnel files?
- **Employee and Admin Support:** Will you provide support to the Workforce Partnership and the program participants, including assistance with HR-related inquiries, dispute resolution, and guidance on employment-related issues?

Responses to this section will be used to determine the organization's administrative and operational preparedness to deliver the requested services.

### C. PRICING SHEET:

Please provide a clear and concise fee structure that outlines any percentage markups for payroll and stipends, monthly service delivery costs as well as any software or start-up/activation costs. Both start up, markups and any annual costs will be considerations in vendor selection. Pricing must be inclusive of cost of supply and provision of services during the service period and include any applicable taxes. The prices quoted should be valid for a period of 4 years.

### D. IN PERSON INTERVIEW:

At the discretion of the Workforce Partnership, highly-ranked respondents may be asked to participate in oral interviews. Respondents will be allowed 30 minutes for oral interviews to walk through their proposed solution. The panel will ask a series of questions to allow respondents to

clarify or highlight aspects of their proposal. The respondent's authorized negotiator or delegate and at least one key technical resource must be in attendance for the oral interview. The respondent is limited to a presentation team of five individuals. Finalists will be notified of interview time slot via email.

### III. EVALUATION CRITERIA AND CONTRACT AWARD

#### EVALUATION CRITERIA AND ACCESS TO EVALUATION INFORMATION

An RFP Evaluation Panel will score and rank proposals and make a recommendation for funding. The selection will be based upon proposal information supplied by the respondent in response to this RFP.

The following details the points assigned per section:

<b>Proposal Section</b>	<b>Point Value</b>
<b>Organizational Qualifications</b>	20
<b>Services Provided</b>	50
<b>Pricing Sheet</b>	30
<b>Total Points</b>	<b>100</b>

#### CONTRACT AWARD

We anticipate the RFP Evaluation Panel's recommendations will be finalized, and all respondents will be notified of the results by 4/1/2024.

##### Negotiation/Contract

The respondent's designated authorized negotiator must be empowered to make binding commitments for the successful respondent and its subcontractors, if any. The Workforce Partnership reserves the right to negotiate the final terms of the contract agreements with the successful respondent(s). Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount. If any respondent recommended for funding fails to provide services outlined in the agreement and proposal, the Workforce Partnership may use an alternate respondent to perform services upon board approval.

##### Cooling off period

The Workforce Partnership and the Board of Directors shall not approve or contract with, and will reject any bid or proposal submitted by an individual or entity who within the preceding twelve (12) months was themselves or employs anyone who is a current, dismissed, separated, or formerly employed person of the Workforce Partnership, and:

- a) Was employed in any position(s) of substantial responsibility in the area of service to be performed by the contract; or
- b) Participated in any way in the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the proposed contract/service agreement, or was



- or is employed in a role of substantial responsibility in the same general subject area as the proposed contract; or
- c) Is an owner, officer, principal, partner, or major shareholder of the proposed subrecipient.

This prohibition will apply to any qualified person(s) leaving employment of the Workforce Partnership and will apply at all times during the twelve-month period beginning on the date the person left the employment of the Workforce Partnership and will apply to any procurement issued or contract executed within that twelve-month period. Potential respondents must detail any Cooling Off Period disclosures on the **ATTACHMENT - CONFLICT OF INTEREST DISCLOSURE FORM**. The Board of Directors may, upon a showing of special circumstances that would justify the approval of such a contract, waive this cooling off provision.

## GENERAL PROVISIONS

### 1. Contract Terms and Litigation Warranty

The RFP, any addenda, and the respondent's response shall also become part of the contract agreement between the Workforce Partnership and the respondent. The respondent shall indicate in its proposal any exceptions that the respondent takes to the terms and conditions in the ATTACHMENT – SERVICE AGREEMENT TEMPLATE or to any of the contents of this RFP. Contract terms required by the respondent must be included or attached to the respondent's proposal. Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the Workforce Partnership in the proposal(s). Disclosure of litigation will not automatically disqualify the respondents; however, the Workforce Partnership reserves the right to evaluate proposals) based on facts surrounding such litigation or arbitration.

## APPEAL PROCESS

Only respondents to this RFP may appeal the results if the procurement process was violated in some manner, and/or Federal, State, and/or the Workforce Partnership procurement guidelines have been violated. An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results.

The respondent must submit an appeal within five (5) business days from the date the RFP recommendation is posted on the Workforce Partnership website. The Workforce Partnership will render a decision within ten (10) business days of receipt of the appeal.

### Filing an Appeal

The Appeal Resolution timeline begins on the actual day on which the written appeal is received by the Workforce Partnership.

To appeal, a written letter of appeal must be sent to [complaints@workforce.org](mailto:complaints@workforce.org) including evidence for appeal grounds and specific relief sought.

The Workforce Partnership will acknowledge receipt of the appeal within one (1) business day of the date of filing.

The EO Officer/Grievance Officer will review the appeal to determine if it meets the criteria for a valid appeal. Acceptance of the appeal will be based on the following:

- Appeal must have been received within five (5) business days from the date the RFP recommendation is posted on the Workforce Partnership's website.
- Only Respondents may appeal the results if the procurement process was violated in some manner, and/or Federal, State, and/or the Workforce Partnership RFP guidelines have been violated.
- An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results.
- A notification will be sent to the recommended awardee (the winning respondent) and the appellant to advise of appeal investigation and date of when results and next steps will be available.

### Review Panel

- An appeal review panel appointed by the Workforce Development Board Chair will review the appeal to render a decision.
- The panel will review the appeal and collect information. At their discretion, the panel may request a meeting with Respondent and/or the Workforce Partnership Staff, and/or use other methods to gather relevant information.
- Once all the information is gathered and reviewed, the panel will issue a written decision to the EO Officer/Grievance Officer.

### Notice of Final Action

The Workforce Partnership EO Officer/Grievance Officer will notify the appellant and the recommended awardee within ten (10) business days of receipt of the appeal. The decision of the appeal will be final.

### RESTRICTION ON DISCLOSURE

Confidential information: Any information deemed confidential or proprietary by respondent must be clearly marked and identified by respondent as such and include an explanation of why such information is exempt from disclosure under applicable law.

Such identified confidential or proprietary information will be protected and treated with confidentiality to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

If respondent does not mark information as confidential or proprietary, the Workforce Partnership will treat the information as public. All sections of the proposal including attachments are subject to release.

Proposals will be received, maintained and disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Respondents should be aware that the Workforce Partnership is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government code §§6250 et.seq. and the Freedom of Information Act, 5 U.S.C. §552).

The Workforce Partnership will not notify respondent of requests for release of information or that the Workforce Partnership released data unless the Workforce Partnership receives a request for information previously marked and identified by respondent as confidential or proprietary. If the Workforce Partnership receives a request for release of such previously marked and identified confidential or proprietary information, the Workforce Partnership will notify respondent of such request to allow respondent to challenge such request consistent with applicable law.

Respondent, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that neither the Workforce Partnership nor the City or County of San Diego will have any obligation or liability to the respondent in the event a court of competent jurisdiction compels the disclosure of these materials.

Any data to be returned should be so marked by respondent and will be returned if not essential to the proposal or contract record.

#### **IV. OTHER**

##### **CERTIFICATE OF INSURANCE**

By submitting a proposal you are agreeing to provide a commercial general liability insurance policy, naming The San Diego Workforce Partnership, the City of San Diego, and the County of San Diego as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Contractor shall provide the Workforce Partnership a certificate evidencing such insurance. See **EXHIBIT – CERTIFICATE OF INSURANCE (COI) EXAMPLE**.

##### **SERVICE AGREEMENT TEMPLATE**

By submitting a proposal, you are agreeing to the terms outlined in the **ATTACHMENT – SERVICE AGREEMENT TEMPLATE**.

##### **CONTRACTUAL AGREEMENT TEMPLATE**

By submitting a proposal, you agree to the terms outlined in the **ATTACHMENT – CONTRACTUAL AGREEMENT TEMPLATE**.

##### **CONFLICT OF INTEREST**

Respondents are required to list any and all individuals who contributed to the preparation of the proposal such as an employee, officer, agent, and relatives including spouses, registered domestic partners, children, siblings, parents, in-laws and step relatives. Disclosure of any actual or potential conflicts of interest relative to this Competitive Proposal is required and shall be included in the **ATTACHMENT - CONFLICT OF INTEREST DISCLOSURE FORM**. All respondents must fill this out and submit if even if there are no actual or potential conflicts of interest.

#### **V. REFERENCED ATTACHMENTS**

##### **Conflict of Interest Disclosure Form**

**Service Agreement Template**  
**Exhibit – Certificate of Insurance (COI) Example**