

**REQUEST FOR PROPOSALS  
PARTICIPANT CONTRACTUAL TEMPORARY SERVICES**



**SUSQUEHANNA WORKFORCE NETWORK, INC.  
410 GIRARD STREET  
HAVRE DE GRACE, MD 21078**

**ISSUE DATE: MARCH 31, 2021**

**PROPOSER'S CONFERENCE: TUESDAY APRIL 13, 2021, 1:00 P.M.**

**PROPOSAL DUE DATE: FRIDAY, APRIL 30, 2021, 4:00 P.M.**

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## I. SCOPE OF SERVICES

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### A. Purpose

The Susquehanna Workforce Network, Inc. (SWN) is soliciting proposals from temporary services companies to provide temporary contractual services for Work Experience Participant Temporary Employment Services. The needs of the project are to:

1. Contractor will provide onboarding services for up to 30 temporary Summer (July – September) Work Experience Participants (participants will be at least 14 years old) and approximately 10 Year Round Work Experience Participants (participants will be at least 16 years old).
2. Contractor will perform timekeeping duties for Summer Work Experience Participants and Year Round Work Experience Participants.
3. Contractor will act as Employer of Record for all Work Experience Participants. Contractor is responsible for all payroll taxes, (collecting and depositing with Federal and State agencies), worker's compensation insurance coverage, work permits for the youth, unemployment compensation for these contractual workers and issuing W-2s.
4. Contractor will issue and mail paychecks to Work Experience Participants.
5. Weekly time and attendance reports will be submitted to SWN staff.
6. Contractor will visit worksites in Harford and Cecil Counties as needed to accomplish these tasks.

It is anticipated a contract will be awarded for a twelve (12) month period commencing in July 2021 after approval and proper execution of the contract documents, with a renewal option for an additional twelve (12) month period, exercisable at the sole discretion of SWN and based on achievement of performance and funding availability.

### B. Services to be Performed

The Susquehanna Workforce Network, Inc. is seeking proposals from companies to perform contractual temporary services for Work Experience Participants.

There may be up to 30 Summer Work Experience Participants. Participants will range in age from 14 years old or older. These Participants will be chosen by SWN staff. Worksites in Cecil and Harford Counties for these Participants will be arranged by SWN staff. Participants will work for approximately 5 weeks for 30 hours per week (for a total of 150 hours). Participants will be paid a minimum of \$11.75 per hour. These employees are not full time employees; they are seasonal temporary employees with no benefits.

There may be up to 10 Year Round Work Experience Participants. Participants will range in age from 16 years old or older. These Participants will be chosen by SWN staff. Worksites in Cecil and Harford Counties for these Participants will be arranged by SWN staff. Participants will work for approximately 5 weeks for 30 hours per week (for a total of 150 hours). Participants

will be paid a minimum of \$11.75 per hour. These employees are not full time employees; they are seasonal temporary employees with no benefits.

The selected contractor will process all employer of record related functions for Work Experience Participants. The selected contractor is responsible for assembling all required onboarding and payroll forms into packages for participants to complete and attending onboarding meetings to answer any questions from participants on filling out the forms. The selected contractor will provide and collect timekeeping documents for participants as well as issuing and mailing paychecks to Work Experience Participants engaged in Work Experience activities. The selected contractor is responsible for all payroll taxes, (collecting and depositing with Federal and State Agencies), workers compensation insurance coverage, work permits for the youth, unemployment compensation for contractual workers and issuing W-2s. The selected contractor will provide weekly reports on participants time and attendance to SWN staff.

Numbers may increase or decrease depending on funding. The SWN staff will work with the selected contractor to provide timely notification of increases or decreases in numbers.

The SWN is an equal opportunity, affirmative action and ADA compliant employer and as such, the successful contractor must ensure that the contract is carried out in accordance with all applicable Federal, State and Local Laws.

#### C. Reporting Requirements

Weekly Time and Attendance Reports must be submitted to the SWN Performance and Youth Coordinator for all active Work Experience Participants.

Appropriate Itemized Billing Statements must be submitted monthly.

#### D. Proposer's Conference

A Proposer's Conference will be held on Tuesday, April 13, 2021 at 1:00 p.m., via Zoom. Proposers wishing to attend are requested to contact the Administrative Office at 410-939-4240 or email [bmiller@SWNetwork.org](mailto:bmiller@SWNetwork.org) no later than Monday, April 12, 2021 at noon. Questions are encouraged to be submitted via email to [bmiller@SWNetwork.org](mailto:bmiller@SWNetwork.org) or by fax to 410-939-5171 no later than Monday, April 12 2021 at noon. Additional questions will not be answered about this RFP after the Proposer's Conference.

Attendance is not mandatory and anyone unable to attend may request a copy of the minutes and any materials distributed by contacting Belinda Miller, either by telephone (410) 939-4240 or by e-mail to [bmiller@SWNetwork.org](mailto:bmiller@SWNetwork.org).

#### E. General Conditions

1. The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the SWN to execute a contract with any offeror. The SWN reserves the

right to accept, reject or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify or amend in part, or in its entirety, this RFP, if to do so is in the best interest of the SWN.

2. The SWN will not be liable for any costs associated with the preparation of proposals or negotiation of contract incurred by any proposer.
3. All proposal prices are irrevocable for ninety (90) days following the closing date for submission.
4. All proposals, in their entirety, will become the property of SWN upon submission. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. If a proposal contains any information that the offeror considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated with the following statement:

"The information contained on pages \_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ shall not be duplicated, used in whole or part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, the SWN has the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the agency's right to use information contained therein if obtained from another source."
5. In submitting a proposal, the proposer certifies as to its legally constituted organization, and that in connection with this proposal:
  - The prices in the proposal have been arrived at independently without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competition; and,
  - Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer, and will not knowingly be disclosed by the proposer, prior to award directly or indirectly to any other proposer or to any competition; and,
  - No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. Person(s) signing the proposal certifies that the person(s) in the offeror's organization who are legally responsible within that organization for the decision as to the price being offered in the proposal have not participated, and will not participate, in any actions contrary to the above.
7. SWN reserves the right to negotiate the final terms of all contracts with successful proposers. Items that may be negotiated include, but are not limited to, type and scope of services and activities, prices, and production schedules. Proposers will be required to submit all revisions to their proposal that may result from negotiations prior to any agreement to contract. SWN also reserves the right to end contract negotiations if acceptable progress, as determined by the SWN, is not being made within a reasonable time frame.

Likewise, SWN also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, proposers are advised to propose their most favorable terms initially.

8. If only one responsive proposal is received for activities described in this RFP, the SWN has the option to re-open the procurement, or to initiate a sole source procurement process. Additionally, if no acceptable and responsive proposals are received, SWN has the option to re-open the procurement or initiate a sole source procurement process.
9. The proposer will be required to assume full responsibility for all specified services, and may subcontract only with the express written approval of the SWN.
10. Any information obtained concerning recipients of services through the SWN shall be treated as confidential in accordance with relevant provisions of State and Federal law.
11. Funding for contracts awarded as a result of this process shall be contingent on continued funding of the SWN through established sources. In the event that such funding becomes unavailable for any reason, the contract would terminate immediately and all payment obligations hereunder would cease forthwith; provided, however, that the Contractor would be paid for any services rendered prior to the date of such termination. The SWN retains the right to terminate or reduce a contract in whole or in part if funds are not available.

## II. GENERAL INFORMATION

### A. Organizational Background

The Susquehanna Workforce Network (SWN) is a not-for-profit, 501(c)(3) corporation, designated as the Workforce Board for the Susquehanna Region (Cecil and Harford Counties, Maryland), and the administrative entity for programs funded under Title I of the Workforce Innovation and Opportunity Act (WIOA). The SWN is governed by a 31-member board comprised of representatives from education, community organizations, labor, economic development, the employment service, and a majority membership of business executives from throughout the region. SWN has been providing workforce development services to the business community and citizens of Cecil and Harford Counties since 1983.

### B. Description of Activities

SWN's Board of Directors, the Susquehanna Workforce Area's Workforce Board, is focused on executing workforce strategies that contribute to the economic competitiveness of the region by creating solutions to address the region's pressing workforce and economic development challenges. This is accomplished through strategic public/private partnerships (P3) with business, industry and other governmental agencies, economic development and education that focuses on measureable outcomes that support local and regional economic development priorities.

SWN has a 35+ year history of collaborative and regional efforts addressing business and industry needs. Through a variety of Federal, State, Local and Private resources, SWN manages and administers programs that help businesses grow and provides employment opportunity for area residents including youth, adults, dislocated worker and various disenfranchised populations. SWN Business Services operations assist the business community attract, retain and develop their workforce. The Susquehanna Workforce Centers assist residents in achieving their career and employment goals. SWN's Youth Services connect the emerging workforce to entry level employment opportunities and funds services to specialized populations.

### III. PROPOSAL PREPARATION

#### A. Format

Responding organizations should ensure that proposals are prepared in compliance with the following requirements:

1. Please follow the proposal guidelines using the headings as identified in Section IV, Proposal Narrative for each section.
2. Emphasis should be placed on clarity of content.
3. Proposals must be limited to ten (10) pages (not including attachments), in no less than 12 point font, word processed, one side only, non-bound, with pages numbered.
4. The following attachments must be included:
  - Proposal Cover Sheet (Attachment I)
  - Assurance of Non-Discrimination and Equal Opportunity (Attachment II)
  - Certification Regarding Lobbying (Attachment III)
  - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment IV)
  - Certification of a Drug-Free Workplace (Attachment V)
  - Certification Regarding ACORN Prohibition (Attachment VI)
  - Certification Regarding Buy American Provision (Attachment VII)
  - Certification Regarding Human Trafficking (Attachment VIII)

#### B. Submission

One (1) signed original, five (5) copies and one electronic version must be submitted to the following address:

Susquehanna Workforce Network, Inc.  
Attn: Kimberly Justus  
410 Girard Street  
Havre de Grace, MD 21078

C. Deadline

Proposals must be received by 4:00 p.m. on Friday, April 30, 2021. No proposal will be accepted after the deadline date.

IV. PROPOSAL NARRATIVE

A. Statement of Work

Provide a general description of the services to be performed. Discuss each required component, and Hourly Wage Mark-up as a percentage of wage.

B. Background and Experience

Discuss your organization's history and background. Describe in detail your experience and qualifications in providing the requested services in contracts of this size.

C. References

Please provide the name, address and telephone number of three (3) recent clients where you performed similar work.

D. Total Price/Budget of Project

Provide a budget including specific dollar amounts for services to be performed.

E. Terms of Payment

State the preferred terms of payment.

V. EVALUATION PROCEDURES

- A. The SWN Review Committee will evaluate proposals according to the requirements of this RFP. Proposals will first be evaluated for minimum requirements. Proposals which do not meet minimum standards will be eliminated. Recommendations for contract award will be submitted to the SWN's Board of Directors for approval.

B. The proposal will be awarded based on the following evaluation criteria:

- |   |                       |
|---|-----------------------|
| 1. Demonstrated Performance in Contractual Temporary Personnel Services | (0 – 5) points        |
| 2. Hourly Wage Mark-up  | (0 - 4) points        |
| 3. Description of Contractor’s Onboarding Process                       | (0 - 3) points        |
| 4. Contractor’s Overall Qualifications                                  | (0 - 3) points        |
| 5. Contractor’s ability to make in-person visits to worksites           | (0 - 3) points        |
| 6. Contractor’s experience with contracts of this size                  | <u>(0 - 2) points</u> |

Total (0 - 20) points

C. Contract Negotiations and Award

Upon completion of the evaluation of the offeror's proposals and negotiation, if conducted, the SWN shall award the contract to the responsible offeror whose offer is the most advantageous to the SWN. SWN reserves the right to reject all offers if it is determined to be in the best interest of the SWN.

## VI. APPEALS PROCEDURE

Any respondents dissatisfied with the Review Committee's recommendation and who seek to appeal the matter to the SWN Executive Committee, must file a written appeal with the SWN Executive Director at the following address:

Mr. Bruce England  
Executive Director  
Susquehanna Workforce Network, Inc.  
410 Girard Street  
Havre de Grace, MD 21078

All appeals must be filed within ten (10) calendar days of receiving notice of the Review Committee's decision. The Executive Committee, at its discretion, will decide whether to grant the appellants an open hearing. The decision of the Executive Committee will be final.

SUSQUEHANNA WORKFORCE NETWORK

PROPOSAL COVER SHEET

Name of Agency/Organization \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Total funds requested \_\_\_\_\_

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I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined in the Request for Proposal issued March 31, 2021, that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other proposer (except those in a collaborative proposal) or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this agency can and will provide and make available, at a minimum, all services described in this proposal.

\_\_\_\_\_  
Signature of Individual with Signatory Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed name and title

ASSURANCE OF NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act, the grant applicant assures, with respect to operation of WIOA funded programs or activities and all agreements or arrangements to carry out the WIOA funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 34.

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Signature of Authorized Representative

Date

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Name (typed) and Title

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. 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 any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL-A, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, US 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.

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Signature of Authorized Representative

Date

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Name (typed) and Title

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations 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.

1. The proposer certifies to the best of its knowledge and belief, that it and its officers/principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local governmental department or agency;
  - b. Have not been convicted of 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted 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 had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this proposal.

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Signature of Authorized Representative

Date

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Name (typed) and Title

## CERTIFICATION OF A DRUG-FREE WORKPLACE

By submission of this offer, the proposer certifies and agrees that with respect to all employees of the proposer to be employed under a contract resulting from this solicitation, it will:

1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establish a drug-free awareness program to inform such employees about:
  - the dangers of drug abuse in the workplace;
  - the Contractor's policy of maintaining a drug-free workplace;
  - any available drug counseling, rehabilitation, and employee assistance programs; and
  - the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Provide all employees engaged in the performance of the contract with a copy of the statement in item 1 of this provision.
4. Notify such employees in the statement required by item 1 of this provision that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
  - abide by the terms of the statement; and
  - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notify the contracting officer within ten (10) days after receiving notice under item 4 of this provision, from an employee or otherwise, of such conviction.
6. Within thirty (30) days after receiving notice under item 4 of this provision of a conviction, impose the following sanctions or remedial measure on any employee who is convicted of drug abuse violations occurring in the workplace:
  - take appropriate personnel action against such employee, up to and including termination; or
  - require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of items 1 through 6 of this provision.

ف Our organization has a Drug-Free Workplace policy.

ف Our organization does not have a Drug-Free Workplace policy.

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Signature/Title of Authorized Representative

Date

Certification Regarding ACORN Prohibition

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding for the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform NOW (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by subgrantees, subcontractors, or other subrecipients. The prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., subcontractor, subgrantee, or contractor of a grantee).

The proposer certifies compliance with the above policy regarding ACORN prohibition.

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Signature of Authorized Representative

Date

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Name (typed) and Title

Certification Regarding Buy American Provision

Funds made available under Title I or II of Workforce Innovation and Opportunity Act or under the Wagner-Peyer Act (29 U.S.C. 49, et. seq.) certifies that it will comply with the Section 8301 through 8303 of Title 41 of the United States Code (commonly known as the “Buy American Act”) and as referenced in WIOA Section 502.

The proposer certifies compliance with the above policy regarding Buy American Provision.

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Signature of Authorized Representative Date

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Name (typed) and Title

Certification Regarding Human Trafficking

Complies with Executive Order 13333 that requires termination without penalty of the Agreement if a sub-grantee, contractor or subcontractor engages in human trafficking.

The proposer certifies compliance with the above policy regarding Human Trafficking.

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Signature of Authorized Representative

Date

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Name (typed) and Title