

TENCO WORKFORCE DEVELOPMENT BOARD

Request for Bids for Payroll Services

The TENCO Workforce Development Board is seeking bids for payroll services for temporary work-based learning opportunities. Enrolled workforce participants will be placed in non-profit, private, or for-profit agencies and businesses to gain valuable work preparation and occupational on-the-job training through this program. Individuals may be from the ten counties served by the TENCO Workforce Development Board: Bath, Boyd, Bracken, Fleming, Greenup, Lewis, Mason, Montgomery, Robertson and Rowan. The TENCO Workforce Development Board will be responsible for determining eligibility, enrollment in the program, providing essential employability skills, and case management.

It is anticipated that approximately 200 individuals will be provided payroll services throughout the duration of a contract.

Scope of Work: The Scope of Work shall include the following: Collecting all supporting work documentation, collecting and reviewing time worked, paying employees, withholding appropriate taxes, providing documentation of hours and payment to the TENCO Workforce Development Board.

Period of Performance: The contract period of performance shall be December 1, 2024 - June 30, 2026. Cost of services may be negotiated annually.

Termination Clause: The TENCO Workforce Development Board and/or the contractor has the right to terminate the contract for failure to perform, unlawful activities, cost increases that are not approved by the TENCO Workforce Development Board, changes in the Law, Regulations, and/or policy. Termination must be done in writing with the effective date fully disclosed in the document.

Contract Type: This is a cost-reimbursement contract. Contractors are paid monthly for services provided to individuals enrolled and approved by the TENCO WDB. The selected entity shall invoice Buffalo Trace Area Development District, Fiscal Agent for the TENCO Workforce Development Board, within fifteen days after the month that services were provided.

Costs: Modifications that increase the overall cost of the contract and/or job responsibilities must be mutually agreed upon by both parties.

Deadline: All proposals must be received by 4:00 p.m. Tuesday, November 12, 2024. Proposals may be e-mailed to the following address: jsuttles@btadd.com

Selection: Selection of payroll services shall be completed by November 20, 2024 and shall not be solely based on price. Selection shall be based on the following: 1) Qualifications and Experience 2) Oversight and Management Structure 3) Fair and Reasonable Price.

Bidders should submit a proposal that includes the following:

BIDDER'S PROPOSAL

- A) Submit a Summary of **Qualifications and Experience** of the individual and/or entity which includes three references for the entity providing payroll services.
- B) Describe the organizations **oversight and management structure, including:**
 - Tracking employee time
 - Payroll

- C) Submit a budget pertaining to **fair and reasonable costs** for personnel to provide payroll services for individual enrolled with the TENCO Workforce Development Board.

Your response should provide a detailed breakdown of your pricing model for your payroll services and include:

- If you offer a single overall percentage cost for each participant, such as a flat percentage added to their hourly or if your pricing is tiered based on the participant's rate of pay?
- Additional fees associated with your service, such as a flat service fee or additional charges based on the payroll amount.

- D) Entities that contract with the TENCO Workforce Development Board through Buffalo Trace Area Development District must acknowledge the following by signature:

- Attest that the entity and individual providing the service is legally allowed to enter a contract with a governmental agency and that the agency and/or individual is not under investigation, and/or facing disciplinary action.
- Provide proof of liability insurance coverage.
- Adhere to anti-discrimination Laws and Regulations. And,
- Follow the Drug Free Workplace requirements.

ASSURANCES

The applicant will need to adhere to the following assurances, as applicable: As the duly authorized representative of the applicant, I certify that the applicant:

- A. Is 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 or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- 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 or default.
- E. Has the legal authority to apply for Federal Assistance and the institutional managerial and financial capability to ensure proper planning management and completion of the project described in this application.
- F. Will give the awarding agency, the Comptroller General of the United States and if appropriate, the State, through any authorized representative, access to and the right to examine records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- G. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Contractor

Date

Title

DISCRIMINATION LAWS AND REGULATIONS

During the performance of the contract, the grantee agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, gender identity, political affiliation, or age. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, gender identity, political affiliation, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or their forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment or training notices setting forth the provisions of this nondiscrimination and Equal Opportunity clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, disability, national origin, sex, sexual orientation, gender identity, political affiliation, or age.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representative of the contractor commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect as the administering agency may direct as means of enforcing such provisions, including sanctions for non-compliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 14, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules and orders.
6. In the event of contractor noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part. Further, the contractor may be declared ineligible for future Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 14, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor agrees to comply with all applicable federal and state laws and regulations pertaining to recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.

The contractor will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:

1. Title VI of Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin.
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps.
3. Section 504 of Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.
4. The Age Discrimination Act of 1975 as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse.
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention and Treatment Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
7. Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
8. Title VIII of the Civil Rights Act of 1968 (42 U.S. C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing.
9. Any other nondiscrimination provisions in the specific statutes(s) under which application for Federal assistance is being made; and
10. The requirements of any other non-discrimination statute(s) which may apply to the application.

Contractor

Date

Title

DRUG-FREE WORKPLACE

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee(s) workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The grantee(s) policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1)

- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- 5) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted.
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employees to participate satisfactorily 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.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), (6).

Contractor

Date

Title