

REQUEST FOR PROPOSAL

PAYROLL SERVICES

AUGUST 21, 2015



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1. SUMMARY

The California Workforce Association (CWA) is accepting proposals to offer capacity building to the workforce development system in California. The purpose of this RFP is to provide a fair evaluation for all candidates in order to establish a payroll services vendor that can be accessed by California's workforce development system.

2. PROPOSAL GUIDELINES AND REQUIREMENTS

This is an open and competitive process.

Proposals received after 5:00pm PST, Thursday, August 27th, 2015, will not be considered.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

This RFP does not commit the California Workforce Association, its members, local workforce boards or any other party to award a contract and may be withdrawn, amended or modified at any time in the sole discretion of the CWA. CWA will not pay any costs incurred in the preparation, submission or consideration of a Proposal to this RFP, or any other costs or any type of kind incurred prior to the effective date of a contract awarded by CWA.

3. CONTRACT TERMS

Individual contract terms will be negotiated separately upon selection by one of CWA members. All contracts are subject to review by CWA legal counsel, and a project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items.

4. OBJECTIVE

Objective

Our primary objective is to offer fully-procured payroll services that can be offered as a member benefit.

5. TIMELINE

- This RFP is dated August 21, 2015.
- Proposals are due no later than 5:00pm PST, Thursday, August 27, 2015.
- Proposals will be evaluated immediately thereafter. During this time we may require interviews with our evaluation team. You will be notified if this is requested.
- The name of the candidate firms who have been selected will be decided on or about September 1, 2015.
- Work described in this RFP will extend for a period to be determined in the contract, with both parties reserving individual rights to extend the contract at the conclusion of that period, and in perpetuity based on the terms that will be issued in the contract of services.

6. BUDGET

Applicants must present full pricing for services offered, including a 10% fee to CWA to compensate for the procurement, as well as marketing and evaluation of services offered.

7. BACKGROUND OF ORGANIZATION

Our Mission

CWA has in its membership the 49 Workforce Investment Boards in the state of California, whose Directors serve as our Board, along with a WIB Member representative. We also have affiliate members, which include Chambers of Commerce, post-secondary and K-12 education organizations, community based organizations, private training providers, and other workforce development stakeholders.

7a. Brief Background on Organization

The California Workforce CWA is the premier organization for providing capacity building, leveraging partnerships, and facilitating dialogue to strengthen the Local Workforce System in the state.

Local Workforce Systems are where industry connects with workforce to promote economic development and gainful employment for all.

Our vision for California's Local Workforce System consists of the following:

- Promote Regional Work, focusing on Demand Sectors to promote Regional Economic Development
- Increase usage of Earn and Learn Models, such as Apprenticeship, WEX, and OJT
- Develop Skills and Credentials of Incumbent Workers to help increase Income Mobility
- Develop Career Pathways starting with K-12 and through a person's work life
- Share Common Benchmarks across Stakeholder groups to produce greater Outcomes and enhance Partnerships.

8. STAFF RESOURCES

CWA's core team for the Payroll Services project includes:

Project Lead: Responsible for sign-off on key decisions, providing project steering and maintaining relationships with outside stakeholders (CWA Staff Leadership Team, Board Members) – Bob Lanter, CWA

Project Manager: Responsible for maintaining the marketing and procurement of the payroll service program. Maintains communication between other team members – Michael McNulty, CWA

9. SCOPE & GUIDELINES

Professional services will include, but are not limited to, the following:

Payroll Services Provided:

Contractor shall serve as the employer of record and offer all payroll services accordingly. Contractor shall notify CWA of any use of sub-contractors.

Contract Logistics:

Following CWA contacting the organization/contractor and the CWA member seeking payroll services, the organization/contractor will work directly with said member on specific logistics and contract requirements. Any contractual requirements should be included in response to the RFP, to be listed on the CWA website.

10. QUALIFICATIONS

The ideal Organization/Consultant will:

- Have at least five (5) years of direct experience providing payroll services; including experience working within the workforce development system.
- Have no professional and/or ethical conflict with CWA's interests;
- Have a demonstrated and verifiable track-record;
- Have independently verifiable references of work;
- Be fully dedicated to the goals and objectives the local workforce development system.

11. FORMAT FOR PROPOSALS

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the proposer. Please answer the questions in the format and order presented. (Submissions of individual resumes alone will not be considered responsive to any specific question).

Title Page:

CWA, Payroll Services Proposal, your company name, address, web site address, telephone number, fax number, e-mail address and primary contact person.

Cover Letter:

Signed by the person or persons authorized to sign on behalf of the company (1-2 pages).

Organizational Overview and Experience

- a) Organizational Overview – please describe your organization including mission.
- b) List your payroll services offerings that are applicable to this RFP.
- c) Define the standard time frames for response to an inquiry from CWA staff upon a contract request from an interested party.
- d) Describe the preferred method for transmittal of requests and other material from CWA.
- e) Describe in detail the efforts you will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Services section.
- f) Please list all clients for which you or your firm previously provided payroll services for over the last two years.

Budget:

- a) Please submit a budget for offering payroll services to CWA members, including CWA's 10% fee for services
- b) If travel expenses are excluded in the budget, please specify.

Submission:

An emailed copy of your proposal must be received no later than 5:00pm PST, Thursday, August 27, 2015. Your proposal must include a cost proposal as described above.

Deliver proposals to:

Michael McNulty

rfp@calworkforce.org

Subject Line: Response to RFP on Payroll Services

Michael McNulty, Program Manager for the California Workforce Association, is managing the RFP process for payroll services. All communications on this proposal, including final selection, contract award, all reports and communications shall go directly through the assigned CWA staff person unless otherwise stated or requested.

Michael McNulty
1107 9th Street, Suite 801
Sacramento, CA 95841
(916) 325-1610
rfp@calworkforce.org

Appeals:

All appeals must be submitted in writing to Bob Lanter, 1107 9th St, Suite 801, Sacramento, CA 95841. If necessary, a second appeal can be submitted in writing to CWA Board of Directors at the same address as above.

12. EVALUATION CRITERIA

Projects will be scored individually as outlined below.

RFP COMPONENT	Points
SECTION I – COVER PAGE	5
SECTION II – ORGANIZATIONAL OVERVIEW/EXPERIENCE	40
SECTION III – BUDGET	30
TOTAL	75

Following release of this RFP through the completion of the evaluation process, Respondents should not contact CWA members or CWA staff charged with oversight of this project to avoid conflicts of interest, appearance of conflicts of interest, or undue influence over the process. Comments, questions or clarifications regarding this RFP will be handled through the CWA Program Manager assigned below:

Michael McNulty
1107 9th Street, Suite 801
Sacramento, CA 95841
(916) 325-1610
rfp@calworkforce.org

During the evaluation process, CWA reserves the right, where it may serve CWA’s best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. In addition, qualifications and references of the top firms will be verified. Personal interviews of the top candidates may be conducted

It is understood and accepted by Respondent that all decisions and the degree to which a Proposal meets the evaluation criteria and the overall needs of the Association and its members are within the purview and judgment of CWA staff and its Board of Directors. A review panel will evaluate all RFPs.

Selected Respondents may be invited to participate in oral presentations and/or interviews as deemed necessary by the Proposal evaluation panel. All Respondents are advised to be prepared for a presentation and/or interview on short notice. Oral presentations/interviews will be based on Respondents’ Proposal and shall not include any new information or presentation not included in the Proposal. The individual that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A representative of CWA will negotiate the terms and conditions of a contract with the selected firm upon being chosen as a service provider by a CWA member organization. The contract will require that the firm maintain general liability, professional liability, automobile, and workers' compensation (if necessary). The contract will also contain certain provisions requiring the selected firm to indemnify CWA. Provisions will also be included in the contract allowing CWA or the member inquiring for the service to terminate the agreement, at its sole discretion, upon the provision of notice.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

MASTER SERVICES AGREEMENT

Between

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

And

CALIFORNIA WORKFORCE ASSOCIATION

Agreement No. CP-086-15

This MASTER SERVICES AGREEMENT (“Agreement”) is made this 31st day of August, 2015 (“Effective Date”), between the Foundation for California Community Colleges (“Foundation”), a California nonprofit 501(c)(3) corporation, and the California Workforce Association (“CWA”) a California nonprofit 501(c)(4) corporation.

RECITALS

CWA desires to have Foundation provide Payroll Services as described in Foundation’s response to CWA’s RFP issued on August 21, 2015 for Payroll Services (“RFP”). A copy of Foundation’s response to the RFP is attached hereto as Exhibit A and is hereby incorporated by reference.

This Agreement provides that all CWA Members (hereinafter, "Members"), may enter into a separate agreement with Foundation for the Payroll Services described in Foundation’s response to the RFP, a sample of this type of agreement is included as an attachment to Exhibit A;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, CWA and Foundation hereby agree as follows:

TERMS AND CONDITIONS

1. Responsibilities of the Parties

- a. Foundation shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by Foundation as set forth in the Agreement.
- b. CWA shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by CWA as set forth in the Agreement.
- c. With respect to any agreements for Payroll Services entered into by Members pursuant to this Agreement, CWA: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Foundation or such Members; (ii) shall not be obligated, liable or responsible for any such agreements by Members or any employee thereof under the

Agreement, or for any payment required to be made with respect to such agreement; and (iii) shall not be obliged, liable, or responsible for any failure by any Members to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. CWA makes no representation or guaranty with respect to any minimum commitments by any Members or any employee thereof under this Agreement.

2. Term and Termination

- a. **Term.** The period of this Agreement is for one (1) year, commencing on the Effective Date stated above and ending one (1) year thereafter (“Term”) at which time, this Agreement will automatically renew on an annual basis until terminated, as described in Section 2b below.
- b. **Termination.** Either party has the right to terminate this Agreement for any reason, without penalty, at any time by providing the other party with written notice of the termination at least thirty (30) days in advance.

3. Price of Services Provided to Members

Foundation agrees to provide Members with the price structure below, which includes the two (2) components:

- a. Members are billed for the employee’s hourly rate, plus employer payroll taxes which generally vary between 12% and 15% on top of the hourly rate. The actual percentage for employer tax is determined based upon assigned workers compensation codes; and
- b. Members are billed a 15% mark-up of the total costs described in Section 3a above, to cover administrative and payroll fees associated with facilitating the Payroll Services.

4. Accounting and Right to Audit

Foundation shall, at its expense, maintain accounting of all agreements entered into by Members. CWA reserves the right to audit the accounting for a period of four (4) years from the date CWA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by CWA.

5. Quarterly Fees and Reports

Foundation shall pay CWA a quarterly fee in the amount of 10% of the total administrative fees (described in Section 3b, above) actually collected from Members, and shall provide CWA with an accounting report, summarizing all fees collected under Member agreements.

6. Material Breach

Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified above shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Foundation, shall be deemed a cause for termination of the Agreement at CWA's sole discretion.

7. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to CWA

Foundation is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from CWA. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, CWA reserves the right to retain the amount of the overpaid administrative

fee. CWA also reserves the right to recover any unpaid administrative fee(s) from Foundation discovered during an audit conducted pursuant to the paragraph above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

8. Right to Compare Records

CWA or its designee may, at CWA's sole discretion, compare Member Records with quarterly reports submitted by Foundation. If there is a discrepancy, CWA will notify Foundation in writing. Foundation will have thirty (30) days from the date of such notice to resolve the discrepancy to CWA's reasonable satisfaction. If the Foundation does not resolve the said discrepancy, CWA shall have the right to engage outside services to conduct an independent audit of Foundation's quarterly reports.

9. Notices

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

a. **Foundation**

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
contracts@foundationccc.org

b. **CWA**

Bob Lanter
California Workforce Association
1107 9th St, Suite 801
Sacramento, CA 95814
blanter@calworkforce.org

10. Insurance

Within fifteen (15) days of execution of an agreement for Services under this Agreement, Foundation shall deliver to CWA, and to the Member executing the agreement, Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below.

a. **Workers' Compensation Insurance.** Foundation shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

b. **Commercial General Liability Insurance.** Foundation shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

c. **Professional Liability Insurance.** Foundation shall obtain and maintain Professional Liability Insurance policies covering liability arising from any error, omission, negligent or wrongful act of Foundation with limits of not less than \$1 million per occurrence and \$2 million aggregate.

CWA and each Member procuring Services hereunder shall be named additional insured to the Commercial General Liability insurance policies of Foundation. The Workers' Compensation insurance policy, the General Liability insurance policy, and the Professional Liability insurance policy of the Foundation shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Member, as applicable.

11. Indemnification

Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, officers, employees, successors and assigns (collectively, "Indemnitees") against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel), property damage, loss of use, maintenance, cure, or wages, and personal injury or illness and/or death, resulting from, arising out of, or connected with: (a) breach by Indemnitor of this Agreement; and (b) the performance of services or any error, act or omissions related to the same by Indemnitor or its employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement. The Indemnitor assumes no liability for the sole negligence or willful misconduct of the Indemnitees. It is the intention of the Parties that where the fault of CWA and Foundation is determined to have been contributory to a matter subject to this Section 21, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any share of such proportional comparative fault and pay such proportionate cost of any defense and indemnity attributable to the fault of that party, its directors, officers, employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement.

12. Entire Agreement

This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between CWA and Foundation regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by CWA and shall not be of any effect or in any way binding upon CWA. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

13. Use of Name and Logo

Any use of Foundation or Career Catalyst name or logo by CWA in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

14. Choice of Law and Venue

This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.

15. Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding upon the CWA, the Foundation, and any successor and assign thereto subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, CWA has caused this Agreement to be executed in its name, and Foundation has caused this Agreement to be executed in its name, all as of the Effective Date of this Agreement.

CALIFORNIA WORKFORCE ASSOCIATION

Robert Lanter

Robert Lanter (Jan 4, 2016)

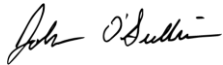
By Robert Lanter
[typed name]

Title Executive Director

By _____
[typed name]

Title _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES



By John O'Sullivan
[typed name]

Title Vice President of Finance & CFO

Joseph Quintana

Joseph Quintana (Nov 19, 2015)

By Joseph Quintana
[typed name]

Title Vice President Program Development

EXHIBIT A

California Workforce Association California Training Institute Proposal

Foundation for California Community Colleges

1102 Q Street, Suite 3500

Sacramento, CA 95811

Tel. 866.325.3222

Fax. 916.325.0844

Primary Contact: Tim Aldinger / taldinger@foundationccc.org

Dear Bob Lanter,

Thank you for considering the attached proposal in response to the Request for Proposals issued by the California Workforce Association on June 15, 2015 for the California Training Institute.

Earn and Learn models are an important component to effective workforce development and a highlighted strategy of the Workforce Innovation and Opportunity Act. Yet, concerns of liability and other human resource constraints have been a consistent barrier to employers and others implementing earn and learn approaches. The Foundation for California Community College has supported Earn and Learn experiences for students and youth for the past 15 years through providing payroll and human resource services to dozens of organizations providing nearly 4,000 work experience opportunities and internships. We are proposing to make these services easily available to local Workforce Development Boards through CWA's Training Institute. We hope that our service will help address these barriers to workforce development boards seeking to streamline or scale Earn and Learn opportunities.

Sincerely,

Tim Aldinger

Director of Workforce Development Services

Organizational Overview and Experience

The Foundation for California Community Colleges (Foundation) is the trusted partner of the California Community Colleges— facilitating collaboration, accelerating innovation, and increasing system-wide resources. The Foundation is the statewide non-profit supporting the California Community College system, the largest system of higher education in the nation. Incorporated in 1998, the Foundation serves as the official auxiliary to the California Community Colleges' Board of Governors and Chancellor's Office. The Foundation's programs and services reach all 112 Community Colleges and 72 districts, and several have expanded nationwide. The Foundation is a 501(c)(3) organization and receives no direct state or public support. The mission of the Foundation for California Community Colleges is to benefit, support, and enhance the missions of the California Community Colleges. As part of our supporting mission the Foundation has provided a short-term employment service for over fifteen years, creating work experience and internship opportunities for nearly 4,000 students and youth. This service is the basis of the following proposal.

This proposal addresses the following capacity building topics:

- Payroll Services
- Maximizing Earn and Learn Models through Program Design – Transitional Jobs, OJT, WEX, Internships, etc.
- Maximizing Youth Performance

The Foundation is proposing to provide technical assistance to these topics by offering our “employer of record” services. These services will support Workforce Development Board's with an effective, reliable, and proven solution to issues of payroll, liability and other human resources concerns that impact payroll services, earn and learn and program performance. The service includes the following:

1. Support the Recruitment Function for the Program
 - i. Coordinate and manage pre-employment testing when requested
 - a. Drug testing (5-panel) and/or tuberculosis testing
 - b. Pre-employment background investigation
 - c. LiveScan (FBI and DOJ)
2. On-Boarding Assistance
 - i. Assist with the coordination and delivery of virtual orientation sessions or provide on-site orientation sessions led by Foundation staff member
 - ii. Serve as single point of contact for new hire paperwork
 - iii. Provide streamlined and electronic tools/systems for recruitment/hiring (employment forms, orientation presentation, etc.)
 - iv. Maintain personnel records
3. Employee Relation Issues
 - i. Respond to all day-to-day employee relations issues and student/supervisor inquiries regarding Policies and Procedures and eligibility requirements
 - ii. Provide coaching, guidance, and legal assistance with employee relations issues with supervisors, contract managers, workforce development staff, and human resources staff
 - iii. Initiate communication with program participant to address and resolve issue

4. Payroll Services
 - i. Responsible for management and maintenance of the HRIS system and processing new hires, salary increases, promotions, transfers and terminations for the Earn and Learn Program
 - ii. Generate and provide Hours Worked Report per payroll cycle to assist with tracking hours for salary increases (if applicable)
 - iii. On-line Payroll system, training for participants, supervisors, and contract managers
 - iv. On-line Payroll system trouble shooting and maintenance
 - v. Tax documentation and information
5. Leave Management
 - i. Serve as single point of contact for administrative and medical leaves of absence
 - ii. Generate paperwork, track time out of the office, facilitate or manage communication between the individual and supervisor
 - iii. Serve as the liaison between individual and EDD for SDI and PFL insurance payments
6. Worker's Compensation Claims
 - i. Serve as single point of contact for workers compensation claims
 - ii. Generate paperwork, track time out of the office, facilitate communication between the individual and supervisor
 - iii. Serve as the liaison between individual and insurance carrier for workers compensation insurance payments
7. Unemployment
 - i. Serve as single point of contact for unemployment claims
 - ii. Generate paperwork
 - iii. Serve as the liaison between individual and EDD for unemployment payments
8. Provide information and broker connections with community college resources
 - i. Support the effective connection of the client to appropriate information on community college training that enhance the client's ability to develop relevant skills for their career pathway.

Appendix A is a sample contract used for this service.

Standard response timeframe, preferred transmittal of requests, effort to achieve client satisfaction

The Foundation responds to inquiries for this service within two business days and would prefer to receive those inquiries via email. As the California Community Colleges and the California Workforce Development System work more closely together, the Foundation will play a central role in supporting the shared goals of both systems. Above and beyond this role, the Foundation is dedicated to providing excellent service and ensure that our clients are satisfied.

Current challenges facing workforce development system

Earn and Learn models have been an effective workforce development strategy for decades and is now a central strategy defined under the Workforce Innovation and Opportunity Act. The Earn and Learn model arguably provides the best workforce training of all: paid real world experience. Three barriers perennially arise in the use of Earn and Learn:

1. *Employer concern* for taking on temporary employees onto their payroll. Concerns about liability, benefits and human resource constraints are prohibitive factors to engaging in Earn and Learn for many employers, reducing the number of possibilities.
2. *Provider capacity* to serve as the employer of record. Many workforce development training providers become the employer of record for their clients to address the employer concern, or as required by the contract with their funder. However, many workforce training providers are not well set up to become the employer of record, which leads to a number of unproductive scenarios: 1) a human and financial toll on the provider's ability to effectively deliver other services; or, 2) the provider contracting with a temporary agency to become the employer of record, often at relatively expensive rates; or, 3) becomes a prohibitive factor in the provider seeking contracts to provide workforce services at all.
3. *Workforce Development Board reporting across multiple payroll providers* in one local area can be time consuming and difficult to account for all the variations.

The Foundation hopes the service outlined here will reduce or eliminate these challenges and lead to more efficient and effective administration of Earn and Learn opportunities.

Client list 2013-2015

The Foundation has provided this service to multiple clients over the past fifteen years:

- San Diego Workforce Partnership
- Pacific Gas & Electric
- Southern California Edison
- Sutter Health
- Plumas National Forest
- AeroJet RocketDyne
- Air Resources Board
- Agriculture Labor Relations Board
- Cal Recycle
- California Community Colleges Chancellor's Office
- California Division of Boating and Waterways
- California Department of Technology
- State Water Resources Control Board

Staff Qualifications

With a full-time staff of approximately 130, the Foundation is a fully professionalized organization with expertise essential to full-service human resources support. Fiscal, administration, human resources, technology and grant management services are performed at expert levels by the Foundation. With a budget of over \$30 million, the Foundation has the capacity to manage millions of dollars of funding. Grants and contracts currently managed by the Foundation range from \$10,000 to well over \$1,000,000 a year, and include federal, state, corporate and foundation funders. A full-time finance team managed by a chief financial officer has extensive experience managing complex budgets, grants, payroll tracking and reporting requirements. The “employer of record service” described here has a track record of managing multiple contracts with a variety of clients. The service is built to support large numbers of clients and is scalable: in recent years the service has supported \$6.3M of payroll contracts, serving over 500 clients per year, with capacity to serve many more.

Our staff leads on this are:

- Tim Aldinger, Director of Workforce Development Services
 - Tim has been a workforce development practitioner for the past ten years working at the local, state and federal levels. Tim joined the Foundation in December 2013 and is responsible for leading the Foundation’s earn and learn model. Tim has worked closely with Bob Lanter on understanding and supporting productive partnerships between community colleges and workforce development boards.
- Lynnette Falls, Workforce Development Partner Liaison
 - Lynnette is the Workforce Development Partner Liaison for the Foundation, engaging with all internal and external partners with the overall outcome of providing technical service to increase the number and quality internships and work experience opportunities. Lynnette has been managing the back office support service provided to employer partners for internship facilitation for the last 3 ½ years. Lynnette brings her Human Resources knowledge to the Workforce Development team, as well as a passion to help others become self-sustaining, engaged, and focused on their career path.
- Lisa Sorvari, Human Resources Manager
 - Lisa has over twenty years’ experience in the human resources profession, working in non-profit, for-profit, government and educational organizations. She hold HR certificates from the HR Certificate Institute and the Society for Human Resources Management and is currently pursuing a Master’s degree in human resources. She joined the Foundation in January 2014 and leads the Foundation’s human resources team.
- Diana Littlejohn, Payroll Specialist
 - Diana has been a payroll specialist for the past twenty years working at local companies in the Sacramento region. Diana joined the Foundation in August 2011 and is responsible for in house and client payroll processing. Diana works closely with the Foundation HR department to effectively and efficiently process payroll.

CWA would be working with other personnel in circumstances in which several of the above personnel would be unavailable due to travel, vacation, illness, etc. In such instances CWA would be notified and introduced to the substitute staff member who would be the interim point of contact.

Budget

Because the service described here is of a substantially different nature than the majority of trainings offered in this RFP, the Foundation requests to enter into budget negotiations with CWA in the case that our proposal is selected. The potential amounts, scale and legal requirements of being the employer of record make the stipulated fee of 15% untenable for the Foundation.

As a starting point the Foundation recommends a budget agreement similar to this:

- The Foundation charges a 15% fee of the hourly wage and payroll taxes to the client. This fee covers staff time to administer the service and liability concerns. For example, if an individual was employed at \$10/hr and there was 12% payroll taxes (\$1.20), then the fee would be \$1.68/hr (\$1.68 = 15% of \$11.20: the \$10 wage and \$1.20 payroll tax). On a contract that paid 50 clients for 200 hours of work experience at \$10/hr the total payroll and taxes would be \$112,000, the Foundation's fee is \$16,800, the total contract amount is \$128,800.
- The Foundation proposes to pay CWA 10% of the fee it collects. Based on the example above the Foundation would pay CWA \$1,680 for that contract. We propose a minimum contract amount for which the fee is collected (\$50,000) and a cap on the maximum amount for the 10% paid to CWA (\$25,000).

Appendix A: Sample Contract

PAID STUDENT ASSISTANT/INTERNSHIP PROGRAM AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

[ENTITY'S NAME]

Agreement No. CP-XXX-XX

1. Background

The Foundation for California Community Colleges, in an effort to support the Career Pathway program, which provides life-shaping career opportunities for students and recruitment solutions for employers by pairing qualified students with organizations for work and job training, shall provide student assistant/internship services to [entity name], [a California corporation, limited liability company, general partnership, sole proprietor or an individual].

2. Parties to Agreement

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and [entity name] is referred to as "CUSTOMER".

3. Services

FOUNDATION shall provide to CUSTOMER student assistant/internship services as set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference (the "Services"). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

4. Term, Termination

4.1 Term. This agreement shall take effect upon signature of both parties ("Effective Date") through [Day, Month, and Year] and will remain in effect until [Day, Month, and Year] or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.

4.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this

agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

5. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed \$[contract value], including all applicable taxes. Budget detail and payment provisions are as set forth in the Budget Detail and Invoicing attached hereto as Exhibit "B" and herein incorporated by reference ("Budget Detail and Invoicing").

6. Indemnification and Insurance

6.1 Indemnification. FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

6.2 Insurance. Each party, at its sole cost and expense, will insure its activities in connection with this agreement, and will obtain, keep in force, and maintain insurance as listed below:

- Commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence and \$2 million aggregate;
- Business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; and
- Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time.

Upon executing of this Agreement, each party shall transmit all certificates of insurance, including the additional insured endorsement, to the other party. Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. Any failure of either party to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

7. Notices

FOUNDATION:

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Andrea Meyer
Staff Attorney & Contracts Manager
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
916-498-6721
ameyer@foundationccc.org

CUSTOMER:

[Name/Title]
[Company]
[Address]
[City, State, Zip]
[Phone]
[Email]

Draft

8. General Provisions

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement. Authorized signatories of Foundation are two (2) signatories both of which must be the CEO, CFO or a Vice President regardless of the dollar value, must sign this agreement, any amendment or modification thereto, for it to be authorized and valid.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

SIGNATURE PAGE TO FOLLOW [if needed]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT as of the effective date noted in the signature block below.

CUSTOMER FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By:
Print Name:
Title:
Date:

By:
Print Name:
Title:
Date:

CUSTOMER – second signature, if required

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By:
Print Name:
Title:
Date:

By:
Print Name:
Title:
Date:

Draft

EXHIBIT "A"
SCOPE OF WORK

[Customizable to fit need]

1. Purpose

FOUNDATION will provide human resources and payroll support to CUSTOMER for the Student Assistant/Internship Program, including, but not be limited to, the services outlined below.

2. Services provided by FOUNDATION

- A. Manage and Coordinate the Recruitment Function for the Program
 - i. Student Job/Internship Posting Assistance
 - a. Train Employers and School Partners on how to use our matching platform, LaunchPath
 - b. Custom targeted recruitment as needed
 - ii. Coordinate and manage Pre-Employment Testing
 - a. Drug testing (5-panel) and/or Tuberculosis Testing
 - b. Pre-employment background investigation
 - c. LiveScan (FBI and DOJ)
- B. On-Boarding Assistance
 - i. Assist with the coordination and delivery of virtual orientation sessions or provide on-site orientation sessions lead by FOUNDATION staff member
 - ii. Serve as single point of contact for new hire paperwork
 - iii. Provide streamlined and electronic tools/systems for recruitment/hiring (employment forms, orientation presentation, etc.)
 - iv. Maintain personnel records
- C. Employee Relation Issues
 - i. Respond to all day-to-day employee relations issues and student/supervisor inquiries regarding Policies and Procedures and eligibility requirements
 - ii. Provide coaching, guidance, and legal assistance with employee relations issues with supervisors/contract manager(s), Workforce Development, Legal, and HR Staff
 - iii. Initiate communication with intern/student to address and resolve issue
- D. Payroll Services
 - i. Responsible for management and maintenance of the HRIS system and processing new hires, salary increases, promotions, transfers and terminations for the Student Assistant/Internship Program
 - ii. Generate and provide student Hours Worked Report per payroll cycle to assist with tracking hours for salary increases (if applicable)
 - iii. On-line Payroll system, training for students, supervisors, and contract manager(s)
 - iv. On-line Payroll system trouble shooting and maintenance
 - v. Tax documentation and information
- E. Leave Management

- i. Serve as single point of contact for administrative and medical leaves of absence
 - ii. Generate paperwork, track time out of the office, facilitate/manage communication between the individual and supervisor
 - iii. Serve as the liaison between individual and EDD for SDI and PFL insurance/payments
- F. Worker's Compensation Claims
- i. Serve as single point of contact for workers compensation claims
 - ii. Generate paperwork, track time out of the office, facilitate communication between the individual and supervisor
 - iii. Serve as the liaison between individual and insurance carrier for workers compensation insurance/payments
- G. Unemployment
- i. Serve as single point of contact for unemployment claims
 - ii. Generate paperwork
 - iii. Serve as the liaison between individual and EDD for unemployment payments

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3. Project Representatives

The project representatives during the term of this Agreement will be:

SPONSOR: Foundation for California Community Colleges

Name:

Name: Tim Aldinger Director,

Workforce Development Phone:

Phone: 916.491.4499

Fax: 916-325-0844

Email: Email: taldinger@foundationccc.org

Direct all human resources/payroll inquiries to:

Foundation for California Community Colleges Foundation for California Community Colleges

Name: Lynnette Falls

Workforce Development Partner Liaison Name: Diana Littlejohn

Payroll Specialist

Address: 1102 Q Street, Suite 3500

Sacramento, CA 95811

Address: 1102 Q Street, Suite 3500

Sacramento, CA 95811

Phone: 916-325-1855 Phone: 916-325-8573

Fax: 916-325-8565 Fax: 916-325-0844

Email: lfalls@foundationccc.org Email: dlittlejohn@foundationccc.org

Either party may make changes to the above information by giving written notice to the other. These changes will not require an amendment to this agreement.

4. Duties of the Student Assistant(s)/Interns(s)

The student shall perform the following services:

[CUSTOMER to specify description of services]

EXHIBIT "B"
BUDGET DETAIL AND INVOICING

[Customizable to fit need]

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.

B. Itemized invoices shall be submitted on a monthly basis to:

NAME
DEPT/UNIT (IF APPLICABLE)
STREET
CITY, STATE ZIP

C. Each invoice submitted to CUSTOMER must include the following information:

i. [CUSTOMER to specify criteria for invoices]

2. Amounts Payable

A. The amounts payable under this agreement shall not exceed \$[amount].

3. Student Assistant/Intern Rates

CUSTOMER will be invoiced and will pay FOUNDATION based on the following pay scales, depending on the actual experience, qualifications, and education of the student. The "Billing Rate" is the hourly rate that CUSTOMER will be charged, and includes: the hourly pay rate, fringe benefits, and FOUNDATION's indirect fees.

A. (enter cost proposal)