



Invitation to Negotiate (ITN)

ITN No. 12-126

For

Business Associations

Issued: February 20, 2012

**Submittals of Responses are accepted between
February 20, 2012 thru TBD**

Submit Responses to:

Tampa Bay WorkForce Alliance, Inc.
5701 E. Hillsborough Ave. Suite #1419
Tampa, FL 33610
Attention: Mark Douglass

Please direct questions to:

BusinessAssociationsITN@workforcetampa.com

February 20, 2012 thru TBD

Invitation to Negotiate (ITN) For Business Associations

Project Description

Tampa Bay WorkForce Alliance, Inc., the regional workforce development board for Hillsborough County, is seeking performance based *Partnership Agreements* with local business associations for the period of February 20, 2012 – December 31, 2012.

Schedule of Events

Release of Invitation to Negotiate (ITN)	02/20/2012 thru TBD
Proposals will be accepted between	02/20/2012 thru TBD
TBWA begins negotiating with Business Associations	02/20/2012 thru TBD
Technical questions are accepted between	02/20/2012 thru TBD
TBWA responds to technical questions	02/20/2012 thru TBD

Description of Tampa Bay WorkForce Alliance, Inc.

General Information

Tampa Bay WorkForce Alliance, Inc., (TBWA) is a private, not-for-profit corporation governed by an independent board of directors serving as the administrative entity and fiscal agent for Hillsborough County under the Federal Workforce Investment Act (WIA) of 1998 and the Florida Workforce Innovation Act of 2000. TBWA is charged with supporting regional economic development activities by addressing workforce issues. A wide range of workforce development services is delivered via three career centers. All three career centers are full service. At least 78,000 job candidates annually access our career centers and at least 1,500 business clients are served. TBWA's mission is to foster Tampa Bay's economic development by creating strategic alliances which deliver customer focused, value-added workforce solutions designed to meet the needs of job candidates and businesses.

TBWA is committed to strengthening the competitive edge of local businesses in tangible and measurable ways by providing customized recruiting services, skills upgrade training or retraining; targeted career fairs and recruitment events, workforce related business seminars; labor trends and the latest labor market information. In short, TBWA supports and leverages the human resources component of small, medium and large companies in the Tampa Bay area. TBWA is a member of Employ Florida, a state-wide network of workforce experts.

Vision Statement

Tampa Bay WorkForce Alliance, Inc., will be the national model of excellence for innovative workforce services designed to foster economic development.

Mission Statement

To foster Tampa Bay's economic development by creating customer focused workforce solutions designed to satisfy our customers – business clients and career candidates alike.

All three workforce centers are full service One-Stop career centers, and operate within Hillsborough County. More than 70% of job candidates choose the WorkForce Tampa Career Center as their primary site for accessing TBWA services. WorkForce Brandon delivers services tailored for the agricultural industry, though not exclusively.

WorkForce Tampa Career Center
9215 N. Florida Ave.
Tampa, FL 33612

WorkForce Plant City Career Center
2001 East Cherry Street
Plant City, FL 33566

WorkForce Brandon Career Center
9250 Bay Plaza Blvd., Suite 320
Tampa, FL 33619

Instructions to Respondents

Submittal Requirements

All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for the rejection of the proposal.

One original and three copies of the proposal are to be submitted to the address specified on the cover page. An electronic version in Word should be provided on Compact Disc.

All responses should be in a sealed envelope, plainly marked in the upper, left hand corner with the name and address of the bidder and the words **“ITN Business Associations.”**

Complete Submittal Form

Please refer to Appendix C to review submittal form which includes the following:

1. The name of the organization, Dunn & Bradstreet number or information from the Florida Division of Corporations, number of years the organization has been in existence, contact person representing the organization, phone number, email address, mailing address, and website address.
2. A collaboration plan that addresses the following activities:

- a. Promotion of TBWA services and activities in paper and/or electronic newsletters/email blasts.
 - b. Marketing of TBWA services to employers, including the listing of job openings, Professional Networking Group and sponsorship of job fairs.
3. An unduplicated list of the businesses maintaining memberships with the Business Association.
 4. Amount of annual dues expected of TBWA must include what services are provided with annual dues.

Number of Active Members	Fees
≤ 1,000 members	Maximum \$750
≥ 1,001 members	Maximum \$1,500

Execution of Agreement:

Each submittal will be reviewed by TBWA staff. A partnership agreement will be initiated that will include specific terms and may not reflect the amount requested by the submitting organization. Performance based payments will be agreed upon prior to execution of an agreement. Please refer to Appendix A to review a sample of the Partnership Agreement. To review a sample of the Partnership Activities that outlines the agreed upon performance activities please reference Appendix B.

Submittals of proposal are accepted between February 20, 2012 thru TBD and should be submitted to:

Tampa Bay WorkForce Alliance, Inc.
 5701 E. Hillsborough Ave., Suite 1419
 Tampa, FL 33610
 ATTN: Mark Douglass

ITN information may be obtained by visiting TBWA’s website at <http://www.workforcetampa.com/RFPs>.

Any questions regarding this ITN should be emailed to BusinessAssociationsITN@workforcetampa.com beginning February 20, 2012 thru TBD.

Appendix A - Partnership Agreement

PARTNERSHIP AGREEMENT [SAMPLE]

Between

TAMPA BAY WORKFORCE ALLIANCE, INC.

And

[Insert Business Association Name]

Business Associations 2012

1. PARTIES

This Agreement is made and entered into this [Date] day of [Month/Year] between Tampa Bay WorkForce Alliance, Inc., (hereinafter referred to as “TBWA”) located at 5701 E. Hillsborough Ave., Suite 1419, Tampa, FL 33610 and the [Insert Business Association Name] (hereinafter referred to as “[Insert Business Association Name]”) located at [Insert Business Association Address].

2. NOTICES

Any notice or communications given pursuant hereto by any party shall be in writing and mailed by registered or certified mail, postage prepaid, or by express mail to the following.

- (a) Edward C. Peachey, CEO
Tampa Bay WorkForce Alliance, Inc.
5701 E. Hillsborough Ave., Suite 1419
Tampa, FL 33610
- (b) [Insert First/Last Name], [Insert Title]
[Insert Business Association Name]
[Insert Business Association Address]
[Insert Business Association Address]
[Insert Business Association Telephone Number]

3. BASIS FOR AGREEMENT

3.1 Tampa Bay WorkForce Alliance, Inc., (TBWA) is a private, not-for-profit corporation governed by an independent board of directors serving as the administrative entity and fiscal agent for Hillsborough County under the Federal Workforce Investment Act (WIA) of 1998 and the Florida Workforce Innovation Act of 2000. TBWA received certification as the Region 15 Workforce Development Board by Workforce Florida, Inc. and the Agency for Workforce Innovation. TBWA is charged with supporting regional economic development activities by addressing workforce issues. A wide range of workforce development services is delivered via three career centers. All three career centers are full service. TBWA’s mission is to foster Tampa Bay’s economic development by creating strategic alliances which deliver customer-focused, value-added workforce solutions designed to meet the needs of job candidates and businesses.

TBWA is committed to strengthening the competitive edge of local businesses in tangible and measurable ways by providing customized recruiting services, skills upgrade training or retraining; targeted career fairs and recruitment events, workforce related business seminars; labor trends and the latest labor market information. In short, TBWA supports and leverages the human capital component of small, medium and large companies in the Tampa Bay area. TBWA is a member of Employ Florida, a state-wide network of workforce experts.

3.2 TBWA has received the **[Insert Business Association Name]** response to **[ITN #]** 2012 Business Associations, demonstrating that it is a qualified business association committed to a partnership with TBWA.

3.3 TBWA is prepared to provide funds not to exceed the amounts listed in Exhibit B - Partnership Activities. **Dues will be paid in the amount of \$[] by TBWA once the Business Association has performed partnership activities equivalent to the amount of dues. No activity payment will occur until after the association performs activities equivalent to the amount of dues. Once the association reaches the required activity level, payment for those activities along with payment of dues will occur. Should activities not equal the dollar amount of dues listed in this agreement, no payments for activities shall occur.**

4. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of the last required signature, and shall remain in effect until the stated purpose, as outlined in Section 3.2 above. The terms of the agreement shall remain in effect until December 31, 2012. **TBWA has limited funding available for performance payments under partnership agreements with Business Associations. Therefore, payments will be made on a first-come first-serve basis among all Business Associations partners until all funds approved by the TBWA Board of Directors are expended.**

5. PAYMENTS

5.1 Schedule. All payments shall be made to the **[Insert Business Association Name]** on a performance basis. Payment of association dues will occur after an equal amount of activity has occurred as described in Exhibit B. Payment for activities and dues will occur at that time. Should activities not equal the dollar amount of dues listed in this agreement, no payments for activities shall occur.

5.2 Final Payment. The **[Insert Business Association Name]** shall submit the final invoice for reimbursement no later than 30 days upon the end date of this agreement.

5.3 Availability of Funds. TBWA's liability under this Agreement is limited to a set amount established by the TBWA Board of Directors.

6. REQUIREMENTS

6.1 Liability: The **[Insert Business Association Name]** assumes the risk of any claims, suits, judgments or damages arising from the **[Insert Business Association Name]** performance of, or failure to perform, the tasks and duties which are the subject of this Agreement. The **[Insert Business Association Name]** shall indemnify, defend, and hold TBWA harmless from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions from the **[Insert Business Association Name]** performance of the tasks and duties which are the subject of this Agreement.

6.2 The **[Insert Business Association Name]** shall act as an independent contractor and not as an employee of TBWA in the performance of the tasks and duties which are specific obligations of the **[Insert Business Association Name]** pursuant to this Agreement.

6.3 Public Entity Crimes. The **[Insert Business Association Name]** affirms that at no time has it been convicted of a Public Entity Crime pursuant to section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the term of this Agreement may result in termination.

7. LEGAL REQUIREMENTS

7.1 With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the laws of the State of Florida and the Government of the United States, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Hillsborough County, Florida.

7.2 No provision for automatic renewal or extension of this Agreement shall be effective.

8. MODIFICATION

This writing contains the entire Agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this Agreement. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of TBWA or designee for TBWA and an executive officer of the **[Insert Business Association Name]**. The parties agree to renegotiate this Agreement if revisions of any applicable State of Florida laws, regulations or decreases in allocations make changes to this Agreement necessary.

9. GENERAL CONDITIONS

9.1 The Parties agree to comply with all the terms and provisions of this Agreement including and incorporating herein the following specified Attachments:

Exhibit B – Partnership Activities

9.2 The **[Insert Business Association Name]** acknowledges and agrees that it is not debarred or suspended from doing business with the federal government under 29 CFR part 98, subpart C. Should the **[Insert Business Association Name]** become debarred or suspended from doing business with the federal government the **[Insert Business Association Name]** shall provide immediate written notice to the TBWA CEO, and such debarment or suspension shall be deemed a material default.

9.3 This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

**TAMPA BAY WORKFORCE
ALLIANCE, INC.**

[BUSINESS ASSOCIATION NAME]

BY: _____
Edward C. Peachey
President & CEO

BY: _____
[Insert First/Last Name]
[Insert Title]

Appendix B – Partnership Activities

PARTNERSHIP ACTIVITIES [SAMPLE]

Dues will be paid by Tampa Bay WorkForce Alliance, Inc., (hereinafter referred to as “TBWA”) once the Business Association has performed partnership activities equivalent to the amount of dues set for the participating association. No activity payment will occur until after the association performs activities equivalent to the amount of dues. Once the association reaches the required activity level, payment for those activities along with payment of dues will occur. Should activities not equal the dollar amount of dues listed in this agreement, no payments for activities shall occur.

1. Dues

Dues paid by TBWA will be based on the number of **actual businesses** maintaining memberships with the Professional Association/Chamber (duplicates will not be counted). Dues will be paid as follows:

- Over 1,000 business members: Amount not to exceed \$1,500 per year
- Under 1,000 business members: Amount not to exceed \$750 per year

To determine payment, each Professional Association/Chamber will be required to provide TBWA with a membership list of businesses that excludes duplicates. The dues amount paid must also cover the cost of linking the Professional Association/Chamber’s website to the TBWA website. An invoice including this list should be sent to:

Tampa Bay WorkForce Alliance, Inc.
5701 E. Hillsborough Ave., Suite 1419
Tampa, FL 33610
Attn: Mai Russell
Contact: hofmannd@workforcetampa.com

2. Newsletters (paper & electronic)

TBWA will pay for **12 printed or electronic** articles as described in the response proposal. It is the responsibility of the Association to contact TBWA for approved article information prior to the print or electronic deadline. TBWA will provide the Association **\$50** per approved article.

A copy of the published (or electronic) article along with an invoice should be sent to:

Tampa Bay WorkForce Alliance, Inc.
5701 E. Hillsborough Ave., Suite 1419
Tampa, FL 33610
Attn: Mai Russell

Contact Debby Vega-Hofmann for invoicing: hofmannd@workforcetampa.com

Contact Debby Vega-Hofmann for article content: hofmannd@workforcetampa.com

3. Job Orders

TBWA provides employers a free resource to obtain qualified candidates to fill open positions. TBWA is committed to working with the Association to promote this resource to members. The Association will receive payment for employers that list job orders with TBWA and who indicate they have been referred by your Association. Payment of **\$50** will occur for **each unique job order** listed. Multiple positions for the same occupation/job title will only count one time. Payment **cannot exceed \$250 per year per employer. Marketing of this program will not result in reimbursement under the above newsletter payment.** Total funds expended for this program will not exceed \$50,000. TBWA maintains the right to stop the program once funds are expended and are contingent upon fund availability.

Referred Employers can place their Job Orders at:

<https://workforcetampa.com/BAPreferral>

Contact Debby Vega-Hofmann for invoicing: hofmannd@workforcetampa.com

4. TBWA Job Fairs

TBWA Job Fairs provide an efficient and inexpensive way for employers to recruit candidates for multiple positions.

TBWA will provide the Association **\$100** for any business referred to TBWA by the Association that **sponsors** a minimum of one (1) TBWA Job Fair. Businesses should advise staff when registering for TBWA Job Fairs that they were referred by the Association. TBWA will notify the Association once payment for the sponsorship has been received by TBWA. The Association must submit an invoice to Debby Vega-Hofmann at hofmannd@workforcetampa.com for payment.

Contact Debby Vega-Hofmann for TBWA Job Fairs: hofmannd@workforcetampa.com

Contact Debby Vega-Hofmann for invoicing: hofmannd@workforcetampa.com



SECTION I. – BUSINESS ASSOCIATION INFORMATION

Name of Organization: _____

Contact Person: _____

Business Address: _____

City, State Zip: _____

Business Phone: _____

Business E:mail: _____

Business Website
Address: _____

Number of Years in
Business: _____

Tax ID #: _____ Florida Division of Corp. Information: _____

SECTION II. – PARTNERSHIP ACTIVITIES

Member dues will be paid in the amount due by Tampa Bay WorkForce Alliance once the Business Association has performed partnership activities equivalent to the amount of dues. *(If additional space is required, please attach separate cover page).*

Promotion of Tampa Bay WorkForce Alliance services and activities in paper and/or electronic newsletter/email blasts. TBWA will provide the Association **\$50** per approved article. TBWA will pay for **12 printed or electronic** articles.

Collaborate:

Totaling \$

1. (Month) 2012 \$50	8. (Month) 2012 \$50
2. (Month) 2012 \$50	9. (Month) 2012 \$50
3. (Month) 2012 \$50	10. (Month) 2012 \$50
4. (Month) 2012 \$50	
5. (Month) 2012 \$50	
6. (Month) 2012 \$50	
7. (Month) 2012 \$50	

- Work with Tampa Bay WorkForce to promote job orders with the Association members. The Association will receive **\$50** for each employer that lists job orders with TBWA and who indicate they have been referred by your Association. Multiple positions for the same occupation/job title will only count one time. **Payment cannot exceed \$250 per year per employer.**

Collaborate:

- Marketing of Tampa Bay WorkForce Alliance Job Fairs. TBWA will provide the Association with **\$100** for any business referred to TBWA by the Association that sponsors a TBWA Job Fair.

SECTION III. – BUSINESS ASSOCIATION MEMBERSHIP LIST

Provide an unduplicated list of the present businesses maintaining memberships with the Business Association.

(If additional space is required, please attach separate cover page).

SECTION IV. – BUSINESS ASSOCIATION BENEFITS

Amount of annual dues expected of Tampa Bay WorkForce Alliance must include what services are provided with the annual dues. Please provide what services are associated with the Business Association membership.

(If additional space is required, please attach separate cover page).