



SERCO of Texas

REQUEST FOR PROPOSALS

PROFESSIONAL EMPLOYER ORGANIZATION SERVICES (PEO)

Date of Release: August 2, 2024

RFP Submission Deadline: September 5, 2024, By 4:00PM CST

Pre-Proposal Conference: August 9, 2024, 11:00 AM CST

SERCO of Texas is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply. Auxiliary aids and services are available upon request to individuals with disabilities. Telephone access is available by dialing 711 or you can also call (512) 936-0342; (TDD): 1-800-735-2989, Voice 1-800-735-2988.

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GENERAL INFORMATION

About SERCO of Texas

SERCO of Texas began in 1989 with the vision to lead a dynamic regional economy through employment, economic development, an educated workforce, and a mission to meet customers' needs through diversified services. Headquartered in San Antonio, SERCO is part of SER Metro-Detroit and the Unified SER Family, a network of nonprofit and for-profit companies sharing a single mission and led by the same executive management team. Recognized as one of the nation's leaders in workforce development, SERCO and its affiliates currently provide WIOA Adult and Dislocated Worker, TANF services, WIOA Youth and Youth education and job training programming (in school and out-of-school) in three states: Texas, Michigan, and Illinois. SERCO currently operates in eight Texas workforce development board areas:

- Alamo (San Antonio)
- Brazos Valley (Bryan/College Station)
- SERCO Business Solutions (Dallas)
- Concho Valley (San Angelo)
- Gulf Coast (Houston/Galveston)
- Heart of Texas (Waco)
- South Texas (Laredo)
- West Central Texas (Abilene)

SERCO, through the workforce development boards, manages and operates the following programs: Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth, Temporary Assistance for Needy Families (TANF/Choices), Supplementary Nutritional Employment & Training (SNAP E&T), Employment Services (ES) Non-Custodial Program (NCP), and National Emergency Grant

PART 1 - INTRODUCTION

Purpose of Request for Proposals (RFP)

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from qualified vendors based in Texas or the United States to provide comprehensive Professional Employer Organization (PEO) services. The scope of services includes, but is not limited to, employer of record payroll and human resources services, technology solutions, risk management, and general administrative support.

SERCO currently operates within the following Texas workforce development board areas: Alamo (San Antonio), Brazos Valley (Bryan/College Station), Business Solutions (Dallas), Concho Valley (San Angelo), Gulf Coast (Houston/Galveston), Heart of Texas (Waco), South Texas (Laredo), and West Central Texas (Abilene). The inclusion of additional board areas may be considered based on evolving needs and requirements.

Procurement Standards

This Request for Proposals (RFP) provides a uniform method for the procurement of specified goods/services, allowing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFP. The services solicited under this RFP are procured under the competitive negotiation method of procurement, as described in the Texas Workforce Commission's (TWC) [Financial Manual for Grants and Contracts \(FMGC\)](#).

Applicable Authorities

- All applicable federal statutes, regulations, policies, and guidance as presently in effect and as may become effective during the term of this Award.
- Office of Management and Budget’s Uniform Guidance at 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements and 2 C.F.R. Part 2900, Department of Labor (DOL) exceptions to 2 C.F.R. Part 200; and

RFP Schedule

The following schedule is subject to change at SERCO of Texas (SERCO) discretion. Proposers should regularly check the SERCO’s website (www.sercooftexas.com) for posted updates. All times shown are Central Standard Time (CST).

RFP Release Date	August 2, 2024, AT 2:00 PM (CST)
Pre-Proposal Conference	August 9, 2024, AT 11:00 AM (CST) <u>Join the meeting now</u> https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2FiNzg3YWQtNjZkZC00MWM0LWEwZjMtMTQyMWYwYzkyY2U2%40thread.v2/0?context=%7b%22Ti d%22%3a%2263f3243d-c229-4d6e-93ab-1f39b5e8336d%22%2c%220id%22%3a%22a082d6da-64e1-4c32-a48f-d2bdd20ef0d5%22%7d
Proposers Questions	Technical assistance questions may be submitted by email until August 13, 2024, AT 2:00 PM CST
Response Deadline	4:00 p.m. (CST), September 5, 2024
Submission Address	SERCO of Texas 24 Greenway Plaza, Cummins Greens St, Suite 1800 Houston, Texas, 77046
Electronic Submission Email	Ktaveras@sercohq.com
Estimated Contract-Start Date	October 1, 2024

** Dates are subject to change. Entities requesting a copy of the RFP will be notified in writing of any changes in the procurement schedule. **

Issuance and Availability of RFP

The RFP will be posted on The SERCO of Texas, website: www.sercooftexas.com
 Questions to this RFP will be accepted in writing only. You may submit questions no later than **August 13, 2024, AT 2:00 PM CST**. The Q&A questions received will be responded to by formal addendum. The Q&A addendum will be posted on the SERCO of Texas website by **August 16, 2024, AT 4:00 PM CST**.

Note: All SERCO of Texas, officers, staff, or authorized representatives are **precluded** from answering questions concerning this RFP or the procurement process. Proposers are asked to respect this condition by not asking questions or making requests for assistance, except to the authorized contact person. Violations may result in disqualification.

Response Deadline

All proposals must be received by SERCO of Texas, Inc. no later than the deadline of **4:00 p.m. (CST), September 5, 2024**. Receipt of proposals submitted will be by entry on a proposal receipt log. A receipt form will be issued, upon request, for hand-delivered proposals. Proposers who mail a proposal will be sent an acknowledgment of receipt of proposal information via email. Proposals may be hand-delivered prior to the stated deadline between 8:00 a.m. and 4:00 p.m. daily from Monday through Friday or mailed to the following address:

SERCO of Texas, Inc.
Attention: Katherine J Taveras
24 Greenway Plaza, Cummins Greens St, Suite 1800
Houston, Texas, 77046

Proposals submitted by mail, courier, or overnight mail services must be received at the above address by the deadline (regardless of postmark or date shipped). The timely delivery of proposals is the sole responsibility of the proposer. Emailed proposals will not be accepted as a complete proposal submission; however, an electronic version must be received in addition to the required hard copy. Electronic copies should be emailed to Katherine Taveras at ktaveras@sercohq.com. Both hard and electronic copies must be identical and received by the Response Deadline. Proposals received after the due date and time will not be accepted or considered under this procurement. No exceptions will be made to this requirement. The date and time of receipt of the proposal will be officially recorded using the electronic copy of the proposal. Any differences between the original and the electronic copy are the liability of the proposer.

Open Records

Proposals submitted in response to this RFP/RFQ are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. Therefore, any confidential, privileged, or proprietary information contained within a proposal must be clearly identified by the Proposers in the proposal itself (each applicable page clearly marked). Such information will be kept confidential by SERCO of Texas to the extent permitted by State law.

Type of Contract

SERCO of Texas intends to negotiate a contract as a result of this RFP. Any contract resulting from this RFP shall be contingent upon the receipt of sufficient funding. The final contract will be subject to any changes in legislation, regulations, rules, or policies promulgated by the funding sources, including the U.S. Department of Labor and the Texas Workforce Commission. General and administrative provisions contained in this RFP will be incorporated into the resulting contract. Costs incurred under this contract will be paid on a cost reimbursement basis.

Contract Period

It is the intent of SERCO to award a single contract for Professional Employer Organization (PEO) services. The duration of the contract shall be for a 12-month period, effective October 1, 2024, through September 30, 2025. SERCO reserves the right to renew the contract for four (4) additional one-year periods, for a total of no more than five (5) years. The contract renewals are at the discretion of SERCO of Texas and are based on need, satisfactory performance, availability of funds, and/or successful contract negotiations. SERCO reserves the right to terminate the contract at any time for convenience or based on contractor performance, matters of noncompliance, or insufficient funds.

Eligible Proposer

All eligible proposers of the requested goods/services are eligible to respond to this RFP/RFQ. Small, Minority Women and Veteran-owned businesses, and Historically Underutilized Businesses are encouraged to respond to this RFP/RFQ.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or the receipt of funds from any state or federal department or agency are not eligible to respond to this RFP or receive a contract.

Governing Provisions

1. All proposals submitted to SERCO of Texas in response to this RFP will become the exclusive property of SERCO of Texas.
2. A proposal, if accepted, may become the basis for the contract scope of work.
3. The purpose of the RFP is to ensure uniform standards and information in the solicitation of proposals for *requested goods/services*. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit SERCO of Texas to pay for any costs incurred in the preparation of a proposal or any other costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by SERCO of Texas.
4. SERCO of Texas reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.
5. This is a negotiated procurement utilizing the Request for Proposal/Bid method, and as such, the selection and award of a contract does not have to be made to the proposer with the lowest priced, but rather to the proposer submitting the best value proposal that satisfies SERCO of Texas with price and other factors considered.
6. SERCO of Texas reserves the right to extend, shorten, increase, or decrease any contract awarded as a result of this RFP.
7. SERCO of Texas reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. SERCO of Texas will provide notification. Of any changes to all known Proposers.
8. SERCO of Texas reserves the right to request additional information, clarification, or explanation of any aspect of a proposal submitted in response to this RFP.
9. SERCO of Texas reserves the right to negotiate the final terms of all contracts or agreements with selected Proposers. Any contract terms negotiated as a result of this RFP may be renegotiated and/or amended in order to meet the needs of SERCO of Texas.
10. SERCO of Texas reserves the right to contact any individuals, agency, employer, or grantee listed in a proposal, or to contact others who may have experience or knowledge of the Proposers' relevant performance and/or qualifications; and to request additional information from all Proposers to this RFP.

11. SERCO of Texas reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc. of any entity selected for a contract award. This may occur prior to, or after the award or execution of a contract. Any misrepresentation of the Proposers' ability to perform as stated in the proposal may result in the disqualification of the Proposers or the cancellation of any contract awarded as a result of this RFP.
12. SERCO of Texas reserves the right to withdraw or reduce the amount of any award or to cancel any contract resulting from this procurement if adequate funding is not available or due to legislative changes.
13. SERCO of Texas reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts or sources during the contract term.
14. SERCO of Texas reserves the right to negotiate with the next highest ranked offer if unable to execute an agreement with the awarded Proposers.
15. Proposers shall not engage in any activity which would restrict or eliminate competition under this procurement. Violation of this provision may cause a Proposers to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.
16. Proposers shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any board member, officer, employee, proposal evaluator, authorized agent of the SERCO or elected official for the purpose of having an influencing effect on this procurement.
17. Proposers shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any board member, officer, employee, proposal evaluator, authorized agent of SERCO of Texas, or elected official for purposes of having an influencing effect on this procurement.
18. No SERCO of Texas Staff member, officer, employee, or authorized agent of SERCO of Texas shall participate in the selection, award, or administration of a contract supported by state/federal funds if a conflict of interest, real or apparent, is involved.
19. All proposals submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the Proposers without written authorization and proper citation, is prohibited. Failure to adhere to this requirement may cause the proposal to be disqualified. All proposals and accompanying attachments will become the property of SERCO of Texas after submission and will not be returned.
20. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Proposers must intend to fulfill all the representations in their proposal. Failure of a Proposers to accept this obligation may result in the cancellation of an award or contract. No pricing error or mistake shall be available to a successful Proposers as a basis for release from proposed services. Any damage incurred by SERCO of Texas because of a successful Proposers' failure to contract may be recovered by the proposing entity.
21. A contract with the selected Proposers may be withheld, at the sole discretion of SERCO of Texas, if issue of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of SERCO of Texas.
22. SERCO of Texas reserves the right to deem as non-responsive or to disqualify any proposal that, in its sole discretion, does not comply with or conform to the terms, conditions, specifications, and/or requirements contained in this RFP.

Administrative Requirements and Other Limitations

1. SERCO of Texas may provide any training and/or technical assistance needed by the selected contractor regarding policies, documents, procedures, etc. that are specific to the solicited services.
2. Employees of the contractor are subject to the exclusive control and supervision of the contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, criminal background checks, training, evaluation, etc. for its employees.
3. Proof of insurance is not a requirement for the submission of a proposal, but the selected Proposers will be required to obtain and provide proof for all insurances specified in this RFP and provide SERCO of Texas with proper certificates or policies prior to commencing work under a contract resulting from this RFP. SERCO of Texas must be listed as an additional insured on the Certificate of Insurance. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations of coverage during the term of the contract must be immediately communicated to SERCO of Texas. The following insurances/bonding are required:
 - a. General Liability – Contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFP. General liability must cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or \$1,000,000 aggregate is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence.
 - b. Errors and Omissions – Contractor must carry ‘errors and omissions’ insurance or the equivalent. Contract funds, including federal funds, may be used to pay for Errors and Omissions insurance and any required deductibles.
 - c. Motor Vehicle – if the Contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,000 liability per occurrence; \$300,000 aggregate liability; \$100,000 property damage; personal injury protection; uninsured motorist protection, and a maximum deductible of \$1000.
 - d. Workers’ Compensation – Contractor must ensure that all employees are covered by worker’s compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract resulting from this RFP.
4. If applicable, the contractor, including all its employees, must comply with all Information Technology access and user policies and requirements of SERCO of Texas. Additionally, all participant data must be protected, and the release of information must follow the rules and regulations on disclosure and privacy of information.
5. The contractor must ensure the security and confidentiality of participant data, adhering to all relevant laws and regulations regarding the protection and privacy of information. Any breaches of data security must be reported immediately to SERCO of Texas.
6. The contract may be monitored by local, state, and federal agencies to ensure compliance with all applicable laws and regulations. The contractor must cooperate fully with any monitoring or oversight activities conducted by these agencies.

7. The contractor must maintain all records and files related to the operation of the entity's activities as it pertains to this contract. These records must be kept in a manner that is accessible and available for review by authorized entities to ensure compliance with the terms of the contract.

Appeal Process and Procedures for Opportunity to Protest

A proposer who wishes to protest the decision will be required to notify SERCO's VP & COO, in writing, within ten (10) calendar days from the date of the notification letter. The email must be addressed as follows in the email subject line:

RFP PEO Protest Notice
Manuela Zarate, VP & COO
Email: mzarate@sermetro.org

The complainant emailed letter must specify the nature of the protest and any desired remedies of action. SERCO reserves the right to determine whether the protest is valid and merits further consideration.

PART 2 – SCOPE OF WORK

Services

The SERCO of Texas (SERCO) is seeking proposals from qualified Professional Employer Organizations (PEO) who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of SERCO, to provide exemplary cost-effective Human Resource service solutions and manage employee risks, consistent with the requirements and specifications of the RFP. The scope of service includes providing benefits, payroll processing, and serving as the employer of record for SERCO, which involves supplying statutory benefits such as employee tax withholdings, workers' compensation, and employer unemployment tax withholdings. The PEO will also provide services for program participants who are enrolled in work programs and eligible for payroll services.

Minimum Qualifications

The respondents to this RFP must have the following minimum qualifications. SERCO of Texas reserves the right to reject proposals which fail to include this information with the Proposers proposal submission.

- a. Proposers must affirm in writing and provide evidence with their proposal submission: To being licensed by and in accordance with the State of Texas Department of Licensing and Regulation.
- b. Proposers must affirm in writing and provide evidence with their proposal submission: To having provided similar service in scope and size within the past three years for a Non-Profit, Private for Profit, Municipal, or Government Agency.

Statement of Work:

SERCO of Texas (SERCO) is seeking a professional employment organization to provide employers of record payroll and human resources services, technology, risk management, and general administrative services. A narrative describing the implementation and execution of the activities listed below is required. These activities are as follows:

The following are the services to be provided by a qualified Professional Employer Organization (PEO) for approximately 300 employees receiving payroll every two (2) weeks made through electronic deposits or through issuing checks. SERCO reserves the right to increase or decrease the number of employees serviced as needed, and costs incurred as a result. Additionally, the PEO will provide services for program participants who are eligible for payroll services. These participants work within the programs offered by SERCO and are not considered direct employees of SERCO but are supported through programs offered by SERCO.

A. Human Resource Management

1. Personnel Consultation and Assistance (Recruiting, Hiring, On Boarding, Separation of Employment, Discipline)
2. Unemployment Claims Handling
3. Compliance with Employment Laws and Regulations (Americans with Disability Act, FMLA, etc.)
4. Employee Background Checks
5. Employee Drug Screening
6. Employer and Employee Handbook development
7. In-Person and Remote Employee Training Services
8. Annual Wage Surveys
9. Job Description Development
10. FSLA determinations and compliance

B. Workers' Compensation/Safety

1. Workers' Compensation Claims Handling
2. Compliance with Workers' Compensation Laws
3. Investigation of Employee Claims
4. Managed Care Program
5. Onsite and Remote Safety Compliance Support

C. Employee Benefits

1. Workers' Compensation Insurance
2. Procuring and administering employee benefit plans
3. Enrolling employees in all benefit plans
4. Responding to employee benefit inquiries, claims and complaints.
5. Health Insurance
6. Dental Insurance
7. Vision Care
8. Group Life and Accident Death & Dismemberment
9. Disability Insurance (Short Term, Long Term)
10. Prescription Card
11. Track Eligibility Dates for Benefits Conduct online Enrollments.
12. Assume COBRA, HIPAA, ERISA Portability Compliance

13. HSA Plan
14. Employee Assistance Program
15. Availability of Ancillary Benefits (including but not limited to Life Insurance, Disability Insurance, Critical Illness Insurance, Accident Insurance, Hospital Indemnity Insurance, and College Tuition Benefit)
16. Flexible Spending Account Plan

D. Payroll

1. Track and Report Hours
2. Computation and Preparation of Payroll
3. Cloud-based timecard system with payroll register
4. Job cost information downloadable to CSV (Comma Delimited) and payroll detail upload able to MIP payroll system.
5. Direct Deposit
6. Deductions for Child Support, Levies, Garnishments, and any other deductions required by law.
7. PTO request processing
8. Payroll register review before processing available.
9. Employee expense reimbursements (Example: Mileage)
10. Withhold Income Taxes and FICA
11. Complete Quarterly Tax Filings
12. Complete W-4s, I-9s, and W-2s,
13. Payroll assistance
14. Employer Verification
15. Employee Earnings Records
16. Standard Reports list.
17. Customized Reporting of Payroll Costs

E. Online Services

1. Time and Attendance Systems
2. Applicant Tracking Systems
3. Learning Management Systems
4. Performance Management Systems
5. Pre-Hiring Assessments
6. On-off boarding portals
7. HRIS custom fields
8. Employee Portal, Handbook, Forms, etc.
9. Access – Reporting, Data Change Requests, New Hire Enrollment and Payroll Entry
10. Online Yearly Benefits Enrollment
11. Online access for Employees to change/update their personal information easily and 24/7.
12. Helpdesk availability

F. Optional Services

1. 401K Services
2. Project Management Training
3. Invoice Management Services

Proposal Narrative

Proposers shall submit their responses to questions pertaining to the following sections. The responses will be used by SERCO of Texas in the proposal evaluation and selection process. Please be brief in your responses but cover all important aspects of each question. Do not leave any questions unanswered. To make the review process easier and to award the appropriate points, your responses must follow and correspond to the appropriate section headings and numeration as outlined in the RFP. SERCO of Texas will not be responsible for determining the order of the responses if they are not submitted as described above. Submit your responses as **Attachment A-1**.

A. Service Design

Provide a description of payroll services offered including the following:

- Payment methods available (timely and accurately)
- Payroll electronic and online input methods including process and timelines.
- Human Resources input methods (new hire, status changes, etc.)
- Accessibility to reports (payroll register, personnel data – leave balances, employment data, termination reports, benefits, pay summaries, etc.)
- Filing/Reporting (new hire, W2, W4, FICA, etc.) to local, state, and federal agencies (W2 printing/Issuing)
- Direct Deposits
- Handling of garnishments
- PTO management and reporting tools
- Tax reporting and compliance.
- Reporting (certified payroll, job costing, departmental billing, benefits)
- Worker's Compensation
- Processing 940 & 941 and any other required federal and state reports

B. Demonstrated Effectiveness

- Provide a brief background/history of your organization.
- Describe your organization's qualifications as a PEO.
- Identify any industry accreditation, certification, affiliation, or memberships held by your organization.
- Identify any professional certifications/licenses held by key management staff as well as those assigned to this project.
- Describe your company's insurance and bond coverage.
- Provide a copy of your organization's most recent and previous year's audit and/or financial statements.
- Provide a copy of your certificate of insurance for both workers' compensation and general liability.
- Provide three client references with contact information. Submit this information on **Attachment J**
- Provide a plan and timeline for transitioning these services to your organization.
- If partnering or submitting as a joint venture, provide history of the partnership and/or joint venture entity.
- If your organization intends to subcontract any of these services, SERCO of Texas must be notified immediately.
- Provide a description of other workforce development client relationships you serve and how you support those entities.

C. Detailed Pricing and Budget Requirements

Each Proposer is required to develop and submit a detailed line-item budget for all services that will be provided. This budget should be based on the Proposers past experience, the specifications provided in this RFP, and anticipated costs. The budget must include a comprehensive itemization of all applicable fees, detailing the company's fee structure for services as follows:

1. Initial Payroll Costs: Calculate the total cost for the initial payroll setup, including salaries, fringe benefits, service fees, and all associated startup costs.
2. Ongoing Payroll Expenses: Estimate the total salary and applicable fees for routine subsequent payrolls, which should include salaries, fringe benefits, and routine service fees.
3. Complete Fee Listing: Provide a detailed list of all fees associated with your proposal, covering all services and related expenses.

Fees/Charges

Submit proposed prices using **Attachment B** for the services offered and provide an explanation of the proposer's price breakdown for services to be performed. Prices must remain fixed for each term of the contract. Itemize all applicable fees, including the company's fee for service for the following:

- Provide pricing per check processing based on the estimated annual number of 300 employees for 27 payroll cycles. The fee should include:
 - Up to (50) drug tests per year.
 - Up to (50) background checks per year.
 - Up to 20 job postings per month to free job boards (Indeed, LinkedIn, Glassdoor).

Prices must remain unchanged during the first year of the contract. After the first year, any requests for price changes must be submitted in writing and include detailed justifications.

Optional Services to Include:

- Additional background checks
- Additional drug screenings
- A complete list of services available which SERCO may choose to purchase as needed.

Bidders must also provide a sample of invoices, itemizing applicable costs and fees including Employee Taxes:

- Social Security
- Medicare
- Federal Unemployment
- State Unemployment

PART 3 – PROPOSAL REVIEW AND EVALUATION PROCESS

Proposal Review and Evaluation

The evaluation process will consist of:

1. An initial review of responsiveness and compliance with the technical specifications and other criteria

- specified in the RFP by the SERCO staff.
2. All responsive proposals will be evaluated and scored by an internal team of reviewers. Proposals will be evaluated on specific criteria by reviewers using a standardized instrument.
 3. Presentation of the scoring and proposed recommendations to executive management.
 4. SERCO reserves the right to negotiate price and terms with all bidders, to accept or reject all or any part of an offer, waive minor technicalities, to request Best and Final Offers from all or any bidders, and make an award that represents best value to SERCO. The final price and terms may be determined during Best and Final Offer negotiations. Performance and expenditure information on other contracts or grants managed by SERCO may be considered in awarding funds under this RFP.

Proposal Evaluation Criteria

Proposals will be evaluated to determine if the respondent has the organizational capability, demonstrated experience, and reasonableness in cost to perform the scope of work in this RFP. A proposal must achieve an overall score of at least **70 points** to be considered for selection and contract award. SERCO will base the review and evaluation of proposals upon the following criteria:

Item #	Item Description	Point Value
1	Quality of Vendors Goods and Services to include: <ul style="list-style-type: none"> ➤ Background and Experience ➤ Proposal Responsiveness ➤ References 	35
2	Extent to which vendors, goods or services meets the agency’s needs to include: <ul style="list-style-type: none"> ➤ Human Resource Management ➤ Workers Compensation ➤ Benefits Management ➤ Payroll ➤ Training ➤ Online Services 	45
3	Price	20
4	HUB	5 Bonus Points
Maximum Point Total		105

Please see detailed description of the evaluation criteria below:

ITEM 1 - QUALITY & EXPERIENCE

SERCO the Proposers ` background & experience in meeting the RFP specifications will consist of:

- Proposers’ Background and Experience (About the Company) (See ATTACHMENT J)
- Proposal Responsiveness
- References (clients)

ITEM 2 - EXTENT TO WHICH THE VENDORS GOOD AND SERVICES MEET THE NEEDS OF THE ORGANIZATION

SERCO Proposer’s engagement plan that demonstrates aptitude for management and completion of this engagement. Describe the specific PEO services your firm proposes to provide to meet the requirements of the

RFP. (Note: The specific services should address and demonstrate your understanding of the type of services requested)

- Provide details of experience in performing services as specifically represented in this solicitation.
- Provide detail of previous experience with engagements of similar scope and range as the engagement specified in this RFP.
- Provide the range of services offered by the firm.
- Provide length of time that the Proposer has provided the services it provides.
- Provide comprehensive description of the Proposer's engagement plan that demonstrates aptitude for management and completion of this engagement.

ITEM 3 -PRICE

SERCO is interested in an explanation of the Proposer's fee structure with price breakdown for all markups for the services to be performed. The fee structure should include any additional charges for services to be performed such as check fee, drug tests, background checks, etc.

- Complete **Attachment B**

ITEM 5 - Historically Underutilized Businesses (HUBs)

""Historically Underutilized Business" is an entity with its principal place of business in Texas and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman who reside in Texas and have a proportionate interest and demonstrate active participation in the control, operations and management of the entity's affairs. **Five (5) bonus** points will be awarded to responsive proposals submitted by a HUB certified by the Texas Comptroller of Public Accounts. HUBs must attach a copy of the notice of certification to be eligible for points awarded under this section. Certifications that are expired or do not meet the criteria specified shall not be considered for the five additional points.

PART 4 – PROPOSAL PREPARATION AND SUBMISSION

General Instructions

Proposal Format

- Proposals must be typed, single-spaced, and submitted on 8 ½ x 11-inch paper.
- Sequentially numbered pages, including any attachments.
- Proposals must contain all required elements in the order prescribed; and
- Proposals that do not conform to this requirement may be considered non-responsive and excluded from consideration under this procurement.

Number of Copies

- Proposers must submit one (1) original hard copy with all executed (i.e. original signatures) forms and certificates, and one (1) electronic copy.
- Any proposal lacking the required submission as requested above will be ruled nonresponsive and will not be considered under this procurement. Any differences between the original and electronic copy are the liability of the proposer.

- An electronic version must be emailed to: Katherine J Taveras at: Ktaveras@sercohq.com; and
- The original proposal must be clearly marked "Original" on the Cover Sheet and signed with original signatures.

Cover Sheet

Each proposal must be accompanied by a complete proposal "Cover Sheet". In addition, proposers are encouraged to submit a letter of transmittal on the company's letterhead.

Sequence of Submission

The proposal must be submitted with all required documents and in the following order:

- Letter of Transmittal
- Proposal Cover Sheet
- Table of Contents
- Response Form (ATTACHMENT A)
- Proposal Narrative (ATTACHMENT A-1)
- Budget (ATTACHMENT B)
- Business References (ATTACHMENT J)

Proposal Validity Period

Each proposal will remain valid for SERCO acceptance for a minimum of ninety (90) days after the submittal deadline, to allow for evaluation, selection, and SERCO action, if applicable.

Note: Proposals are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed upon request. Proprietary information will be kept confidential by SERCO of Texas to the extent permitted by State law. Proposers are reminded to identify and clearly mark all information in their proposal considered to be confidential, privileged, or proprietary (each applicable page must be clearly marked/labeled).

ATTACHMENT A - 1

- Service Design
- Demonstrated Effectiveness
- Detailed Pricing and Budget Requirements

ATTACHMENT A RESPONSE FORM

SUBMIT TO: <p style="text-align: center;"> SERCO of Texas 24 Greenway Plaza, Cummins Greens St, Suite 1800 Houston, Texas, 77046 </p>	<h1 style="margin: 0;">REQUEST FOR PROPOSAL (RFP)</h1>		
Title:	RFP for Professional Employer Organization (PEO) Services		
Number:	2024-002	Closing Date & Time:	4:00 p.m. (CST), September 5, 2024
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	TAXPAYER IDENTIFICATION NUMBER		
MAILING ADDRESS	NO RESPONSE: If not submitting a response, state reason below and return one copy of this form		
CITY, STATE ZIP			
PHONE	EMAIL		
FAX	WEB ADDRESS		
TOTAL RESPONSE AMOUNT	DELIVERY: Calendar days after receipt of Purchase Order: _____ days (ARO)		
RESPONSES ARE FIRM FOR ACCEPTANCE FOR 120 DAYS YES NO OTHER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	PAYMENT TERMS _____% / Net _____		
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to all conditions of this response and certify that I am authorized to sign this response for the responder. In submitting a response to SERCO, the responder offers and agrees that if the response is accepted, the responder will convey, sell, assign or transfer to SERCO all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of TX for price fixing relating to the particular commodities or services purchased or acquired by SERCO. At SERCO's discretion, such assignment shall be made and become effective at the time SERCO tenders final payment to the responder.			
AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE	
Please initial by all that apply. I acknowledge receipt of the following addendum.			
Addendum #1 _____	Addendum #2 _____	Addendum #3 _____	Addendum #4 _____

Please Note:

- This page must be completed and returned with your response.
- Responses must be submitted in a sealed envelope, marked with response number.

ATTACHMENT B

Professional Employer Organization (PEO) Services

Proposer: _____

Price(s) must include the cost of profit, labor, materials, tools, equipment, permits freight, packaging, insurance, overhead, training, support, maintenance, etc. No additional charges will be accepted.

If the price is "\$0.00" or the item is "not offered," or "included" within another item, it must be stated as such in the corresponding space below. A "blank" or anything other than the format requested in the space below, may be considered a "no bid." This information will be used in evaluating the Proposers' proposal.

Item	PEO Services	Estimated Annual Quantity	Unit price
Item 1	Administration Fee payable Per check for approximately employees (27 Checks)	300 employees, 27 checks	\$ /per check
Item 2	New Account Conversion (one-time) charge	One time	\$
Optional Items:			
Item 1	Price per Drug test	Any after the included 50	\$ /per drug test
Item 2	Price per Background check	Any after the included 50	\$ /per background check
Item 3	Ad posting fee	Any after the included 50	\$ /per ad posting

SERCO reserves the right to adjust quantities and add or remove services as needed; Proposers should provide with their proposal a complete list of all available services with pricing.

ATTACHMENT C

CERTIFICATON REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Acts, Title 31 U.S. Code, for the Department of Agriculture (7 CFR part 3018), Department of Labor (20 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned contractor states that:

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 Congress, or any employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

* * * * *

Debarment, Suspension and Other Responsibility Matters: This certification is required by the Federal Regulations implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it or its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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;

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 2 of this certification; and

Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017),

Department of Labor (29 CFR Part 98), Department of Education (34 CFR parts 85, 668 and 682) and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it shall provide a drug-free workplace by:

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

Establishing an on-going drug-free awareness program to inform employees of the dangers of drugs in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

Providing each employee with a copy of the Contractor's policy statement.

Notifying the employees in the Contractor's policy statement that, as a condition of employment under the grant, employees will abide by the terms of the policy statement and notifying the Contractor in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace.

Notifying the grantor agency, SERCO of Texas in writing, within ten (10) calendar days of the Contractor's receipt of a notice of conviction of an employee.

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are 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.

Name of Applicant/Organization

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT D

Certification Regarding Implementation of the Non-Discrimination & Equal Opportunity Provisions and the Workforce Innovation and Opportunity Act (WIOA)

As a condition to the award of financial assistance from the Department of Labor (DOL) under Title I of the Workforce Innovation and Opportunity Act (WIOA), the Proposers assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I—financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities.

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Proposers also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Proposers' operation of the WIOA Title I—financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I—financially assisted program or activity. The Proposers understands that the United States has the right to seek judicial enforcement of this assurance.

Applicant's signature below indicates organization is agreeing to comply fully with the assurance and certifications as part of its responsibilities as a successful contractor.

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

ATTACHMENT E

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation making this contract is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned certifies that the following statement is true and correct and that the undersigned understands making a false statement will prevent SERCO of Texas from contracting with the proposing organization.

Indicate the certification that applies to your corporation by checking the appropriate box:

The corporation is for a profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The corporation is a not-for-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas for the following reason(s):

Not applicable. The applicant is not a corporation.

Signature of Authorized Representative

Name of Applicant's Organization

Name and Title of Authorized Representative

Date

ATTACHMENT F

STATE ASSESSMENT CERTIFICATION

Applicants must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Applicants must also certify that they have not outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the Applicant certifies that the following statements are true and correct and that the undersigned understands that making a false statement will prevent SERCO of Texas from contracting with the organization.

The corporation certifies, by checking the boxes below, that:

It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Signature of Authorized Representative

Name of Applicant's Organization

Name and Title of Authorized Representative

Date

ATTACHMENT G

UNDOCUMENTED WORKER CERTIFICATION

Effective September 1, 2007, HB 1196 amended Subtitle F, Title 10, of the Texas Government Code to add Subsection 2264. Chapter 2264 directs public agencies, state or local taxing jurisdictions, and economic development corporations (public entities) to require that any business submitting an application to receive public subsidies include in the application a statement certifying that the business, or branch, division or department of the business does not and will not knowingly employ an undocumented worker.

In the event that a business grantee is found in violation of 8U.S.C. subsection 1324a(f), consistent with the requirements of Texas Government Code subsection 2264, Boards are permitted to bring a civil action to recover any amounts owed, as well as court costs and reasonable attorney's fees.

Penalties incurred by business grantees shall be assessed damages at a rate of 20% of contract award. Said damages shall be made payable to SERCO of Texas within 120 days of receiving the notice of violation.

DEFINITION OF TERMS

Public Subsidy – is broadly defined Texas Government Code §2264.001 (3) as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in Texas. The term includes, among other things, bonds, grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, and matching funds. The Commission's Office of General Counsel has found that HB 1196 does not apply to the acquisition of goods and services.

Undocumented Worker – is defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence in the United States or is not authorized under law to be employed in that manner in the United States. CERTIFICATION Contractor certifies that no undocumented workers will be employed during the execution of this contract. By the signature indicated below, the contractor verifies their understanding of the terms and conditions of this requirement.

CERTIFICATION

Name of Individual or Organization submitting application:

Name and Title of Authorized Signatory:

Signature of Authorized Representative:

Date: _____

ATTACHMENT H

CERTIFICATE REGARDING CONFLICT OF INTEREST

By signature of this Certificate, Applicant covenants and affirms that:

- 1) No manager, employee or paid consultant of the Applicant is a member of the Policy Board, the Executive Director, or an employee of SERCO of Texas (SERCO).
- 2) No manager or paid consultant of the Applicant is married to a member of the Policy Board, the Executive Director, or an employee of SERCO.
- 3) No member of the Policy Board, the Executive Director, or an employee of SERCO owns or controls more than a 10 percent share in the Applicant's organization.
- 4) No spouse of a member of the Policy Board, Executive Director, or employee of SERCO receives compensation from Applicant for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- 5) The applicant has disclosed within the proposal response any interest, fact or circumstance which does or may present a potential conflict of interest.
- 6) Should Applicant fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Applicant shall not be entitled to the recovery of any costs or expenses incurred in relations to any contract with SERCO and shall immediately refund to SERCO any fees or expenses that may have been paid under the contact and shall further be liable for any other costs incurred or damages sustained by SERCO relating to that contract.

Name of Individual or Organization submitting application:

Name and Title of Authorized Signatory:

Signature of Authorized Representative:

Date:

ATTACHMENT I

CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this application and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee of SERCO of Texas (SERCO), director or agent has assisted in the preparation of this application. I acknowledge that I have read and understand the requirements and provisions of the RFP/R FQ/RFA, and that this organization will comply with SERCO policies and other applicable local, state, and federal regulations and directives governing this procurement process.

I, _____, certify that I am the _____

(Typed Name)

(Title)

of the corporation, committee, commission, association, or public agency named as Applicant herein and that I am authorized to sign this proposal and submit it to SERCO on behalf of said organization by authority of its governing body or owners. I authorize SERCO to verify references and stated performance data and to conduct other background checks, as it deems necessary.

ATTEST:

(Applicant's Signature)

(Collateral Signature)

(Typed Name)

(Typed Name)

(Typed Title)

(Typed Title)

(Date)

ATTACHMENT J

REFERENCES FORM

Failure to provide and include the following information with your response by the submission date may result in disqualification from further consideration for an award resulting from this solicitation. Each reference will be contacted for evaluation purposes. Any reference that does not respond in the allotted time provided by SERCO of Texas will result in a score of zero.

REFERENCE #1:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (To/From) Dates	

REFERENCE #2:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (To/From) Dates	

REFERENCE #3:

Company Name	
Contact Name	
Address, City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Types of Services Provided	
Contract Term (To/From) Dates	

EXHIBIT B
CERTIFICATIONS

SECTION 1. Charging of Fees

Contractor shall not:

- A. charge a fee to an individual for the placement or referral of such individual in or to a program under this Act or to employment; or
- B. use SERCO Disbursements for the payment of a fee charged to an individual for the placement or referral of that individual in or to a SERCO sponsored program or to employment

SECTION 2. Minimum Wages

- A. In all instances when wages are paid to a Customer enrolled in programs funded under this Contract, and in all instances when a job-ready customer is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the customer is compensated at a rate, including periodic increases, which is no less than the highest of the following standards:
 - 1. the minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended; or
 - 2. the state or local minimum wage for the most nearly comparable covered employment; or
 - 3. the prevailing rates of pay for persons employed in similar occupations and skill level by the same employer; or
 - 4. the minimum entrance rate for inexperienced workers in the same occupation in the establishment; or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or any minimum rate required by an applicable collective bargaining agreement.
- B. Contractor shall not place a customer in training, or in subsidized employment, for an occupation or skill for which practitioners of that occupation or skill normally are compensated at a rate less than the minimum wage specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.