# *Request for Proposals*

*RFP Item #15-172A*

## *Temporary Personnel Services*

*For*

*Augusta, Georgia – Human Resources Departments*

***RFP Due: Wednesday, September 16, 2015 @ 11:00 A.M.***

.

***One Original and seven (7) copies of RFP shall be submitted in response to this Request for Proposal***

***Thanks for doing business with us . . .***

*Geri A. Sams, Procurement Director*
*535 Telfair Street, Room 605*
*Augusta, Georgia 30901*

**Rev. 8/5/2015**

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Local Small Business Opportunities Program Participation (Projects $100,000 or more)
**Forms required to be returned in a separate sealed envelope, when applicable**

# Request for Proposal

Request for Proposals will be received at this office until Wednesday, September 16, 2015 @ 11:00 a.m. for furnishing:

**RFP Item #15-172A Temporary Employment Services for Human Resources**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid.** RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street Room 605, Augusta, GA 30901.

All questions must be submitted in writing by fax to 706 821-2811 or by email to **procbidandcontract@augustaga.gov** to the office of the Procurement Department by Monday, August 31, 2015, @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **120** days after time has been called on the date of opening.

*Request for proposals (RFP) and specifications*. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:

| | |
|---|---|
| Augusta Chronicle | August 6, 13, 20, 27, 2015 |
| Metro Courier | April 12, 2015 |

| | | |
|---|---|---|
| Cc: | Chester Brazzell | Deputy Administrator |
| | William Rhinehart | Deputy Administrator |
| | Michelle Elam | Human Resources |

## INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.

1.2 **Viewing the Augusta Code**: All RFPs are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at **www.augustaga.gov** or **http://www.augustaga.gov/index.aspx?NID=685_Guidelines & Procedures**.

**1.3** **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between theProponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 **RFPs For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his RFP to consideration in the aggregate by so stating, but must name a unit price on each item submitted upon.

1.5 **Local Vendor Preference:** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars ($100,000) or less and only when the lowest local qualified bidder is within 10% or $10,000, whichever is less of the lowest non-local bidders. .

1.6 **Minority/Women Business Enterprise (MWBE) Policy***: Court Order Enjoining Race-Based Portion of DBE Program* ***Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)***

***Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.***

***A copy of this Order can be reviewed at www.augustaga.gov home page.***

1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

**General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

**Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law. .

1.8 **Terms of Contract:** (Check where applicable)
**[ ]** (A) Annual Contract
[ ] (B) One time Purchase.
**[X]** (C) Other

# NOTICE TO ALL VENDORS

(PLEASE READ CAREFULLY)

**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS**

**PLEASE READ CAREFULLY:**

**Attachment B is a consolidated document consisting of**:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & all 2 Pages Must be returned with your submittal - No Exceptions.**
**Business License Requirement:** Contractor must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a RFP. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify * User Identification Number (Company I.D.) T**he recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

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**Return Only If Applicable:**

1. **The Exception Sheet (if applicable)**

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**The successful vendor will submit the following forms to the Procurement Department not later than five(5) days after receiving the "Letter of Recommendation" (vendor's letter will denote the date forms are to be received)**

1. **Georgia Security and Immigration Subcontractor Affidavit**
2. **Non-Collusion Affidavit of Sub-Contractor**

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**WARNING:** **Please review "Notice to Bidders" regarding Augusta Georgia's Local Small Business Opportunity Program Bidder Requirements.**

**Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.**

**RFPs are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a RFP.**

**Rev. 8/5/2015**

# Attachment B

**You Must Complete and Return all 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department
**ATTN: Procurement Director**
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____Email: _____

**Do You Have A Business License**? Yes: _____ No: _____

**Business License # for your Company (Must Provide):** _____

Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a RFP. For further information contact the License and Inspection Department @ 706 312-5050.

**List the State, City & County that issued your license:** _____

**Acknowledgement of Addenda:** (#1)____: (#2)____: (#3) ____: (#4)____ : (#5)____: (#6)____: (#7)____: (#8) ____:
NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the bid or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the bidding/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Bidder/Offeror**

By submission of a RFP, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
(b) Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**Conflict of Interest**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:
1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.
By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

**Contractor Affidavit and Agreement**

By executing this affidavit, the undersigned contractor verifies its compliance with 0.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in 0.C.G.A 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with 0.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

**Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.**

For additional information or to enroll your company, visit the **State of Georgia** website:

https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.) _____**

**NOTE: E-VERIFY USER IDENDIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

_____
Company Name

_____
BY: Authorized Officer or Agent
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20___

_____ **NOTARY SEAL**
Notary Public

My Commission Expires:_____

**You Must Complete and Return all 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

**REV. 8/5/2015**

**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

## Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my RFP for an Augusta, Georgia contract for _____

***[RFP Project Number and Project Name]***

_____

***[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]***

_____

***[Print/Type: Name of business, corporation, partnership, or other private entity]***

1.) _____ I am a citizen of the United States.

**OR**

2.) _____ I am a legal permanent resident 18 years of age or older.

**OR**

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

***In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.***

_____

**Signature of Applicant**

_____

**Printed Name**

_____

***Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

_____

Notary Public

My Commission Expires: _____ **NOTARY SEAL**

***Note: THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL***

**REV. 8/5/2015**

## EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this proposal is in anyway different from that contained in this proposal, the proposer is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that proposer(s) offer is in total compliance with all aspects of the proposed.

Below are the exceptions to the stated specifications:

_____
Signature

_____
Date

_____
Company

_____
Title

Return with submittal if the commodity and/or services proposed in the response to this proposal are in anyway different from that contained in the specifications.

**REV. 7/12/2015**

**Local Small Business Opportunity Program Ordinance Requirements**

**Notice To All Bidders (PLEASE READ CAREFULLY)**

**Shall apply to ALL Bids regardless of the dollar amount**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

**To print a copy of the Prime Contractor Data Collection Form visit:** http://www.augustaga.gov/1672/Prime-Contractors-Forms Website: http://www.augustaga.gov/index.aspx?nid=83

**SHALL APPLY TO PROJECTS $100,000 & UP**

**Local Small Business Opportunity Program (Continued)**

**Sec. 1-10-129. Local small business opportunities program participation.**

**(a)** ***Sealed Bids*** The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over $100,000 in value:

**(1)** Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

**(2)** Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

**(6)** All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.

**(i)** Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

**(ii)** Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

**(iii)** Documentation of Good Faith Efforts to use local small businesses.

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

**(d)** ***Post Contract Award Requirements***. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

**(1)** Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

**(a)** The contractor will not meet the committed local small business goals; and

**(b)** the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

**(h) Compliance**.

**(4)** The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

**(i) Competitive Bids**.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

**Sec. 1-10-130. Exceptions – federally funded projects.**

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

**For questions and or additional information please contact:** Mrs. Yvonne Gentry, Local Small Business Opportunity Program, 535 Telfair Street, Room 610, Augusta, Georgia 30901 (706) 821-2406. **NOTE**: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number. Website: http://www.augustaga.gov/index.aspx?nid=83

# Request for Proposal (RFP) No. 15-172A

# For

# Temporary Personnel Services

Introduction
Submittal Instructions

Sections
- I. Background
- II. Scope
- III. Requirements
- IV. Proposal Contents
- V. Job Descriptions
- VI. Proposal Format
- VII. Criteria for Evaluation
- VIII. Disclaimers, Limitations and Waiver of Protest
- IX. Augusta's Rights to Cancel, Reject or Reissue This RFP
- X. Contract Administration
- XI. Business License
- XII. Cost Proposal

Attachment B – Required to be returned with submittal
Exhibit A Cost Proposal – Required to be returned with submittal in a separate sealed envelope
Exhibit B Draft Agreement
Exhibit C Sample Benefit Waiver for Assigned Employees
Exhibit D Sample Confidentiality Agreement for Assigned Employees
Optional Provisions
Local small Business Goal

**REQUEST FOR PROPOSAL (RFP) No. 15-172A**

**For**

**TEMPORARY PERSONNEL SERVICES**

**THREE (3) YEAR MULTIYEAR CONTRACT**

## INTRODUCTION

Augusta, Georgia Government (hereinafter referred to as "the City") is seeking a competitive and comprehensive solution from qualified individuals and firms (hereinafter referred to as "Vendor, Contractor or Proposer") to provide the City with high-quality service through expanded service options for Temporary Personnel Services. Qualified vendors should submitt proposals to fill part-time and full-time temporary positions with Augusta, Georgia on an as needed basis.

The City would like to enter into a three (3) year Multiyear Contract with one vendor who can satisfactorily address all the requirements herein, the services shall include, but are not llimited to providing Temporary Personnel Services for various Augusta, Georgia Departments, using the same terms and conditions as stated in the contract with firm fixed hourly rates in accordance within the Cost Proposal. The contract may be automatically renewed for two (2) successive one year terms upon the same terms and conditions stated in the contract. In the event one (1) vendor cannot satisfactorily address all the requirements herein, the City reserves the right to select separate vendors for individual services.

While every effort has been made to ensure the accuracy and completeness of information in the RFP, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the City.

## SUBMITTAL INSTRUCTIONS

Proposals must be clearly identified on the outside of the envelope(s) or box(s) with the Vendor's name and "Request for Proposal No. 15-172A for Temporary Personnel Services". **One (1) original Technical Proposal stamped "Original" and Seven (7) identical copies of the Technical Proposal; one (1) digital copy of the technical proposal in Adobe® PDF format; and One (1) Separately Sealed original Cost Proposal** must be submitted to the following address no later than **11:00 a.m. on Wednesday, September 16, 2015:**

Geri A. Sams, Director
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

It is the responsibility ty of each Vendor to ensure that his or her submission is received by **11:00 a.m. on Wednesday, September 16, 2015.** Be aware that visitors to our offices will go through a security screening process upon entering the building. Vendors should plan enough time to ensure that he or she will be able to deliver his/her submission prior to our deadline. Late proposals, for whatever reason, will not be accepted. Vendors should plan deliveries accordingly.

## I. BACKGROUND

Augusta, Georgia Government has a workforce of approximately **2,800** full and part-time employees performing a wide range of direct service functions to the citizens of Augusta, Georgia and/or provides support for those service functions. The employees work in 56 different departments with offices or work locations within Augusta, Hephzibah and Blythe, Georgia. The Augusta departments require the services of temporary personnel to assist with special projects of a time-limited nature, to fill in for staff on vacation or extended leave, and/or to assist during periods of peak activity.

Augusta, Georgia Government observes 11 holidays during each calendar year, New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving, Christmas Eve and Christmas Day. Whenever a legal holiday occurs on Saturday, the previous Friday will be observed. Whenever a legal holiday occurs on Sunday, the Monday following will be observed. For the purpose of this contract, all work will be performed during normal business workdays unless otherwise agreed to in writing. Consultants are not paid on City holidays.

## II. SCOPE OF WORK

The Augusta's objective is to obtain services for Temporary Personnel Services for Daily Employment Services. Proposers must demonstrate, to Augusta's satisfaction, the ability to deliver services in accordance with this **RFP and the agreement included as Exhibit B of this RFP.**

For the purpose of this RFP, Temporary Staffing shall mean flexible, temporary staff support provided by an agency to meet specific business needs for either short term or long term assignments. Firms need to show they can provide competent, reliable, skilled temporary staff in a rapid, efficient manner on an as needed basis. The successful proposer shall provide temporary personnel who are skilled, punctual, responsible, and knowledgeable in their assigned area.

## III. REQUIREMENTS

The successful Vendor must provide temporary personnel services in accordance with the following requirements:

1. During the assignment, temporary personnel shall not work for any period over eight (8) hours per day for a maximum of forty (40) hours per week without prior authorization from the requesting Augusta, Georgia Department. Normal working hours are 8:30 A.M. to 5:00 P.M., Monday through Friday.

2. Prior to the start of each assignment, working hours will be mutually agreed to by the Requesting Department and the successful Vendor.

3. Except in connection with a replacement for cause, the successful Vendor will not reassign or replace personnel assigned to Augusta unless the successful Vendor can demonstrate to the reasonable satisfaction of Augusta, that such reassignment will not have a material adverse effect on Augusta's operations.

4. Successful Vendor must comply with Augusta's employment policies, Equal Employment Opportunity; Americans with Disabilities Act; Age Discrimination in Employment Act; Georgia Security and Immigration Compliance Act; Immigrant Reform and Control Act; Title VI of the Civil Rights Act of 1964; and other local, state, and federal legislation as required.

5. Employees with bilingual capabilities may be required, from time to time, by Augusta. Spanish is the most common language used by the various departments for each common position description. Vendor must submit a list of languages for which bilingual temporary personnel services can be provided.

6. Successful Vendor agrees that no penalty or other monetary transaction shall be imposed on Augusta, or on a temporary employee, if that employee is hired as a permanent or part-time employee with Augusta at any time during or after contract service dates.

7. A copy of the Immigration and Naturalization Service Employment Eligibility Verification form (1-9), including all required documents as outlined in the I-9 form, must be maintained by the successful Vendor on each employee assigned to Augusta. Augusta may review said file upon request. In accordance with OCGA § 13-I0-91 and Georgia Department of Labor Rules § 300-IO-I-.02, the successful Vendor will also be registered and participate in a federal work authorization program to verify work eligibility. Augusta will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and may terminate the successful Vendor's contract where this paragraph's stated requirement is not met.

8. Assignments may sometimes require temporary personnel to have access to confidential information regarding Augusta operations or private information from individuals. The successful Vendor agrees that it or its temporary personnel will not use confidential information for any purpose except as contemplated pursuant to this agreement.

9. The successful Vendor will comply with Augusta policies, procedures and requirements with respect to access to Augusta's offices and data. Said policies, procedures and requirements will be provided to temporary personnel upon assignment.

10. Notwithstanding the foregoing, a party may disclose the other party's confidential information (i) to the extent necessary to comply with any applicable law, rule, regulation or ruling; (ii) as appropriate to respond to summons or subpoena; or (iii) to the extent necessary to enforce its rights under this Agreement.

11. Temporary employees shall be paid in a manner that does not require employees to leave their duty stations with Augusta in order to receive their pay checks.

12. The successful Vendor must be responsible for all insurance, worker's compensation, payroll taxes, and other employer mandated items for their employees. It is the successful Vendors' sole responsibility to educate their employees as it pertains to their employment with the successful Vendor and to perform tasks assigned by Augusta, Georgia.

13. It shall be at the discretion of the employing (or receiving) division/department to accept or reject a proposed temporary employee. The successful Vendor will be required to replace an unacceptable employee no later than the first work day following notification to the successful Vendor the employee has been determined to be unacceptable. Acceptability of temporary employees is at the sole discretion of Augusta, Georgia.

14. The vendor will fill positions most often required but are not limited to Administrative/Clerical and Industrial/Skilled.

15. The vendor will have the capability to ensure a sufficient number of qualified persons are readily available to meet Augusta's temporary staffing needs, and are ready for work with a notice of at least 24 hours.

16. The vendor will insure the qualifications of an applicant submitted to Augusta for temporary work through a combination of aptitude tests, skills assessments, interviews, background checks, and other common and custom procedures in the personnel industry.

17. The vendor must confirm education for each candidate. The vendor will conduct a criminal background screening prior to the start of any temporary worker being assigned to Augusta, at the expense of the Vendor. No candidate with a record of arrest of a crime involving moral turpitude will be referred within 2 years of the date of arrest, unless such person is found not guilty of such an offense, or from the date of conviction or discharge from sentence, including probation. No candidate with a felony conviction shall be referred to Augusta.

18. The vendor will conduct a minimum of a six (6) panel drug screen test within 3 days prior to the start of a temporary assignment, and for each temporary worker that is assigned to Augusta. If an employee is no longer needed, but returns to work at a later date, he/she must be drug tested again. All drug screen tests are at the expense of the vendor.

19. The vendor will accept orders placed by phone, fax, email, and/or Web-Order entry. Regardless of the method used to place an order, the vendor will provide quick order fulfillment, and any needed follow-up to ensure the most qualified personnel are assigned to work at Augusta.

20. The vendor shall contact Augusta representative whom placed an order to confirm the order has been filled or provide a status report via email or telephone, before the temporary employee reports for their initial assignment.

21. At the request of Augusta, the Temporary Staffing Agency must provide a copy of the temporary personnel's resume, application, or other documentation, which states the skills and experience, which qualify them for the assignment.

22. Augusta reserves the right to require replacement of any temporary personnel during the service period.

23. All temporaries should be on a separate invoice basis by department assignment. The vendor shall indicate the invoice date, invoice number, department name, department number, employee name, position in which the temporary employee worked, hours worked, rate of pay, total amount due per employee, specific pay period, and attach a copy of the associated timesheet. Each invoice should be sent to the associated department's attention.

24. The successful Vendor shall provide services at the rates provided in the Cost Proposal. The City shall have no duty to make deductions for unemployment insurance, social security contributions, or state or federal income taxes. As the employer, such deductions shall remain the sole responsibility of the successful Vendor.

25. All current temporaries will roll over under the successful Vendor.

## IV. PROPOSAL CONTENTS

Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive. Submittals of Firm information and qualification should be no more than (30) pages in length (exclusive of cover page, cover letter, index sheets and required procurement forms) and should include the following information.

a. Proposer's name, address, telephone and fax numbers.

b. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.

c. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities. Key staff resume(s) will be incorporated into the master agreement, if awarded.

d. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. Augusta may check references listed by Proposer.

e. Proposed method to complete the work.

1. Describe the methodology used to fill an ordering document for a temporary employee. Detail how and where your agency would typically source and advertise based on the list of job classifications provided.

2. Describe what sets your agency apart from other staffing agencies, and why and how you are qualified to handle Augusta as a client.

3. Describe your current turnover rate for your agencies recruiters and account representatives.

4. Provide a detailed description of your agency's testing, screening and interview processes. Using the descriptions provided for the job classifications, describe the criteria of how your agency determines if a candidate meets the qualifications of the position.

5. Discuss your agency's ability and success rate at placing long-term temporary assignments. Describe any metrics your agency has in place to track time to fill, and quality of hire.

6. Discuss the process or policy regarding replacing a temporary employee (e.g., temporary employee exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relations issues).

7. Describe the types of positions most commonly filled, and the types of positions you have the means to fill. Describe your agency's successes and obstacles in filling similar orders.

8. Discuss your policy and procedures of overtime pay, holiday pay, emergency pay, and working on holidays for temporary employees.

9. Provide verification of the following minimum insurance coverage, which would also cover assigned temporary personnel:

| *Insurance* | *Minimum Coverage* |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | $1,000,000 per occurrence |
| Comprehensive General Liability | $1,000,000 per occurrence/<br><br>$2,000,000 aggregate |
| Business Automobile Liability | $1,000,000 per accident |

10. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, etc.) for which your agency regularly pays its temporary employee for work performed.

11. Describe the type (e.g., online or manual timecards) and general process of timecard reporting and obtaining manager or delegate approval for regular and overtime hours worked by temporary employees.

12. Identify the processes or procedures available for weekly, bi-monthly or monthly invoicing, including summaries or reports available for each pay cycle.

13. Provide a list of reports that your agency has the ability to readily produce for Augusta. Describe the process required and standard timeframe needed for any ad hoc reporting requested by Augusta. Note: The Augusta's fiscal year is January 1 to December 31.

14. Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to Augusta.

15. Discuss the average response time on completing ordering documents by successfully placing temporary employees. Also provide hours of business, and work hours of key staff.

## V. JOB DESCRIPTIONS

I. **The most common position descriptions** for temporary personnel required by Augusta are outlined below. Note: The sole purpose of this section is to provide the possible vendor information, but it is not all inclusive. It does not mean that Augusta will be employing or requesting temporary personnel on all of the jobs listed below. All job requests are based on an as needed basic. Vendor shall indicate the number of available personnel for each position described in the following list:

A. Executive Secretary: Typing ability 60 wpm minimum; composes and produces various financial, legal, and other sensitive documents; types correspondence on PC using a variety of software packages; provides secretarial administrative duties and support within department which includes: photocopying, filing, maintaining calendars and files, greeting and providing assistance to visitors and callers, scheduling appointments and making travel arrangements; provides technical support and coordinates program information for departmental staff; and supervises clerical staff and others as assigned.

B. Office Assistant: Typing ability 45 wpm minute; type from correspondence; greet public, answer phone and supply information; file under alphabetical and numerical systems; sort and compile written materials; use copying equipment as well as other common office equipment. This category includes typist, receptionist and file clerk duties.

C. Administrative Assistant: Must project a professional image. Typing ability 45 wpm. Type on PC using a variety of software packages; Microsoft Word is most commonly used. Type memoranda, correspondence and forms from copy. May be asked to perform complex tasks; attention to detail necessary. Greet visitors, answer phone and supply information; make appointments. Open and sort mail and file.

D. Legal Secretary: Typing ability of 60 wpm, word processing ability, and familiarity with legal process/court systems.

E. Receptionist: Multi-line phone system. Takes messages, greets public, and gives general information and directions.

F. Accounting Technician: Basic bookkeeping skills and financial office procedures. Uses common office equipment associated with accounting functions.

G. Landscape/Grounds maintenance Worker: Performs advanced landscaping/ground maintenance tasks (i.e. using all types of pesticides; pruning ng variety of plants; planting/transplanting plant material; turf seeding/sodding; fertilizing; irrigating;

miscellaneous seasonal grounds keeping chores.) In the course of these duties may operate mechanical/electrical equipment, e.g. lawn mowers, weed-eaters, etc. Must be able to report to work immediately; work locations may be anywhere in Augusta, Georgia, not always on bus lines. May be transported to work sites by Augusta personnel, so vendor's insurance must be able to cover such transportation.

H. Laborer: Miscellaneous physical labor tasks requiring considerable physical stamina, e.g. unloading trucks, pouring and shoveling sand, cleaning sludge from waste water filter drains. Must be able to report to work immediately; work locations may be anywhere in Augusta, Georgia, not always on bus lines, and vendors insurance must be able to cover temporary employees being driven to exact job site by Augusta, Georgia personnel.

I. Mail Clerk: Sort and directs incoming and outgoing interoffice and U.S. Postal Service mail; Receives, sorts, and distributes U.S. mail, parcels and interoffice mail; Operates automated mail equipment, runs machine reports and contacts vendor for maintenance servicing; Provides courier services to deliver mail to Augusta departments; Prepares outgoing mail by weighing, stamping, and sorting for post office pickup; Provides service at window.

2. Temporary employees must meet the requirements/skills specified descriptions in the Augusta job specifications for the positions. The successful Vendor will be required to maintain a copy of the appropriate/required skills test(s) on file for each temporary employee assigned to Augusta and Augusta may review said record upon request. The cost of appropriate skill tests are the responsibility of the successful Vendor. The Augusta will not make payment to the successful Vendor for any labor incurred where this paragraph's stated requirement is not met and retains the right to terminate the successful Vendors contract where this paragraph's stated requirement is not met.

3. The Augusta reserves the right to request additional temporary personnel categories not identified by the titles listed. If the Augusta requests categories of personnel that are not included in Exhibit A, Cost Proposal, Augusta and successful Vendor shall mutually agree to a firm fixed hourly rate for the additional categories that shall apply for the duration of the agreement.

## VI. PROPOSAL FORMAT

Technical Proposal (Note: Do Not Include Any Costs of Any Kind in This Section.)

Proposers must submit their proposal in the following format: Attachment A, Proposal Cover Sheet, should be the first page of the proposal. Attachment A, Proposal Cover Sheet should be properly completed and executed by an individual with full authority to offer all pricing and services on behalf of Proposer. Failure to submit proposals in the following format may result in the proposal being ng deemed Non-Responsive.

I. Technical Approach:

A. Describe in detail how you propose to achieve or exceed the requirements of the Scope of Work of this RFP. Details must be included to indicate your firm's ability to provide temporary personnel services required by Augusta, Georgia. Vendors are required to detail their management and quality measurements.

2. Project Management:

A. Describe your firm's general and specific experience in providing the temporary personnel services required under this RFP. The successful Vendor shall assign individuals to manage the County account and be responsible for the designation of temporary personnel to work in Augusta, Georgia Departments. Provide a personnel summary of each individual to be so assigned. Include the anticipated use of subcontractors.

B. Vendor must submit a plan describing how your firm initiates operations when requested. Vendor must submit a plan for continuation of services during transfer of operations to the County and/or another contractor.

C. The successful Vendor shall provide temporary personnel within 24 hours from point of request for assignments designated by the Augusta as an emergency and within 48 hours from point of request for all other assignments.

D. Discuss the process or policy regarding replacing a temporary employee (e.g., temporary employee exhibits excessive absenteeism, tardiness, personality conflicts, or other employee relations issues).

E. Discuss your policy and procedures of overtime pay, holiday pay, emergency pay, and working on holidays for temporary employees.

F. Identify the pay cycle (e.g. weekly, every two weeks, twice a month, etc.) for which your agency regularly pays its temporary employee for work performed.

G. Describe the type (e.g., online or manual timecards) and general process of timecard reporting and obtaining manager or delegate approval for regular and overtime hours worked by temporary employees.

H. Identify the processes or procedures available for weekly, bi-monthly or monthly invoicing, including summaries or reports available for each pay cycle.

I. Provide a list of reports that your agency has the ability to readily produce for Augusta. Describe the process required and standard timeframe needed for any ad hoc reporting requested by Augusta. Note: The Augusta's fiscal year is January 1 to December 31.

J. Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency's subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to Augusta.

3. Organizational Qualifications:

A. Provide a short statement outlining your firm's experience, capabilities, and other qualifications for this project. Include types of similar services provided to other businesses and government entities.

4. Key Personnel & Staff:

A. Provide a detailed description of all key personnel, including subcontractor personnel, to be used on this project. Include resumes showing professional experience for each.

B. Provide the existing work load of personnel to be assigned, showing their availability and your firm's ability to meet the needs of the project.

5. Recruiting Practices, Testing, and Training:

A. Skills in position descriptions, especially typing WPM requirements, shall be verified to ensure skilled temporary personnel are provided. Please describe how your firm verifies skill levels, i.e., resume, testing, and/or other. Describe training/education programs your firm makes available to temporary employees.

B. Describe recruiting practices and how quality levels are maintained. Include information regarding any procedures your firm may have to insure that temporary personnel remain drug/alcohol free and have not engaged in activities that could prohibit them from working in Augusta in the position to which they have been assigned.

**C. Vendor must submit a copy of the drug and alcohol test, which shall be utilized for those positions specified by Augusta, Georgia as requiring drug and alcohol testing. See Section III. Requirements.**

**D. Vendor must submit a copy of the criminal background check, which shall be utilized for those positions specified by Augusta, Georgia as requiring a criminal background check. See Section III. Requirements.**

6. Financial Responsibility:

   A. Proposers must provide financial statements (balance sheet, income statement and cash flow statement) for the last three (3) years that evidences that the proposer has the financial capacity to perform the scope of work. Failure to submit Financial Statements may result in the proposal being deemed Non-Responsive.

7. References:

   A. Proposers must submit three (3) viable references with direct contact information who can verify the Proposers experience and ability to perform the type of service listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers and contract period. Failure to submit references with direct contact information may result in the proposal being deemed Non-Responsive.

## VII.CRITERIA FOR EVALUATION

**RFP – Evaluation/Scoring Guidelines**

The evaluator/evaluation committee will consider the following guidelines in awarding points to the evaluation criteria and the evaluations of the reference questions.

**Superior:** 675 – 750 Points exceptional – completely and comprehensively meets all of the requirements of the RFP; may provide additional information or cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

**Good Response:** 600 – 674 Points clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the category or categories with no deficiencies noted.

**Fair Response:** 525 – 599 Points minimally meets most requirements of the RFP. Developer demonstrated some ability to comply with guidelines and requirements of the category or categories, but knowledge of the subject matter is limited.

**Failed Response:** 524 Points does not meet the requirements of the RFP. Developer has not demonstrated sufficient knowledge of the subject matter.

Note: Three (3) or more vendors receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.

## RFP – Evaluation/Scoring

| First Round Elimination | Pass/Fail |
|---|---|
| **Submittal and Quality of RFP (MUST PASS FOR CONTINUED CONSIDERATION)** | |
| A. Package submitted by the deadline<br>B. Package is complete - included all information required in Section II A of RFP | Pass/Fail<br>Pass/Fail |
| **Second Round Elimination** | 50 |
| **Quality of RFP (MUST ACHIEVE 35 POINTS FOR CONTINUED CONSIDERATION)** | |
| C. Overall Quality of RFP (concise and to-the-point) | |
| **Proposer's 's Overall Ability to Provide the Services** | 665 |
| D. Narrative<br>1. Technical Approach 100<br>2. Project Management 100<br>3. Organizational Qualifications 90<br>4. Key Personnel & Staff 75<br>5. Recruiting Practices, Testing, and Training 200<br>6. Financial Responsibility 70<br>7.Optional Interview (Potential bonus Points) 30 | |
| **Proximity to Area** | 10 |
| E. Proximity to Area 10<br>• Within Richmond County 10 points<br>• Within CSRA 8 points<br>• Within Georgia 6 points<br>• Within SE United States (includes AL, TN, NC, SC, FL) 4 points<br>• All Others 2 points | |
| **Cost/Fee Consideration** | 10 |
| F. Cost(sent in a separate sealed envelope<br>Reasonable of cost/fee proposal<br>• Lowest Fee 10<br>• Second 8<br>• Third 6<br>• Fourth 4<br>• Fifth 2 | |
| **Reference(s)** | 15 |
| G References | |

B. Selection Process

Augusta intends to form a Selection Committee prior to conclusion of the submittal deadline 11:00 a.m. on Wednesday, September 16, 2015. The Selection Committee will identify any additional information that might be requested of responders as well as comment on the strengths and weaknesses of a short list of responders. The Committee and Augusta staff may conduct interviews of selected responders including presentation of the materials submitted to Selection Committee (if needed), but Augusta does not currently expect that responders will be required to make a public presentation.

The Selection Committee will comprise of Augusta staff and/or consultants.

In the event that there are a sufficient number of submittals received, Augusta may consider undertaking an additional step of a Request for Proposals (RFP) process prior to selecting a proposer candidate. The RFP process will allow the short list of responding proposers, to submit a more detailed submittal.

Schedule of Events for RFP

| Event: | Due Date: |
|---|---|
| RFP Issued | August 6, 2015 |
| Last day for questions / clarifications | Monday, August 31, 2015 @ 5:00 p.m. |
| Questions / clarification responses distributed | Tuesday, September 08, 2015 |
| Request For Proposals (RFP) Deadline | Wednesday, September 16, 2015 @ 11:00 a.m. |
| Evaluation Committee Meeting | Tentative Date Thursday, September 24, 2015 @ 3:00 p.m. |
| Presentations(Optional) | Tentative Date Thursday, October 1, 2015 |
| Agenda for Committee Approval | Tentative Date Tuesday, October 13, 2015 |
| Agenda for Commission Approval | Tentative Date Tuesday, October 20, 2015 |

**Please note above dates and times are subject to change

Rights Reserved and Administrative Information

A. Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, Augusta reserves the right to issue an Addendum by posting such Addendum on its web site.

B. Augusta reserves the right to extend any dates in this RFP by a reasonable time.

**VIII. DISCLAIMERS, LIMITATIONS AND WAIVER OF PROTEST**

The information contained in this RFP, including any attachments, exhibits, appendices and addenda that may be issued, is provided to assist prospective respondents in the preparation of submittals. Respondents should satisfy themselves by personal investigation or such other means as may be necessary with respect to the conditions affecting this opportunity. The information provided in this RFP has been obtained from sources

thought to be reliable, but Augusta and its elected officials, officers, employees, agents and contractors are not liable for the accuracy of the information or its use by prospective respondents.
By responding to this RFP, each proposer voluntarily and knowingly agrees as follows:

- Selection is at the sole discretion of Augusta.
- Augusta may amend or terminate selection procedures at any time at its sole discretion.
- Augusta is not obligated to enter into any agreement with any entity as a result of this process or provide any assistance (financial or otherwise) to any entity.
- Augusta is not, under any circumstances, responsible for costs borne by proposers for preparing responses to this solicitation, or any costs associated with the selection process. Each proposer shall bear its own such costs. Each proposer shall hold Augusta harmless from any and all liability, damage, claim, loss and/or expense incurred by or on behalf of such proposer in connection with or relative to this RFP.
- Augusta will not pay a finder's fee/brokerage fee to any entity representing or purporting to represent proposers. Each proposer shall hold Augusta harmless from any and all liability, damage, claim, loss and/or expense incurred in connection with or relative to any such fee.
- All materials submitted in response to this solicitation will become the property of Augusta. The Georgia Public Records Act mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the material submitted may be made available to the public. Any material that responders wish to be maintained as confidential must be clearly marked "CONFIDENTIAL".
- Augusta assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt by the designated due date and time.
- By submitting a response to this RFP, each proposer expressly waives any and all rights that it may have to object, protest or seek legal remedies whatsoever regarding any aspect of this RFP, including without limitation, Augusta's selection of a proposer, Augusta's rejection of any or all submittals and any subsequent agreement that might be entered into as a result of this RFP.

## IX. AUGUSTA'S RIGHT TO CANCEL, REJECT OR REISSUE THIS RFP

Augusta reserves the right to reject any or all Submittals, to invite new submittals or take such other course of action as Augusta deems appropriate at Augusta's sole and absolute discretion. More specifically, Augusta reserves the right to:

- Waive any informality in any Submittal or proposing procedure.
- Reject or cancel any or all Submittals.
- Reject any portion(s) of a Submittal.
- Reissue the RFP with or without modification.
- Modify the offered space.
- Select multiple Submittals.
- Conduct simultaneous, competitive negotiations with two or more respondents.
- Negotiate all Submittal elements.

Any one or more of the following causes may be considered sufficient for the rejection of a Developer's submittal regardless of Developer's qualifications with respect to the other Evaluation Criteria set forth in Section IV below; this list of causes is not exhaustive, and Augusta reserves the right to reject any submittals in its sole and absolute discretion:

Evidence of collusion among respondents:

- Non-responsibility as determined by Augusta in its sole judgment and discretion.
- Default or arrearage on any contract or obligation with Augusta or other government entity, including debt contract, as surety or otherwise.
- Submission of a Submittal that is incomplete, conditional, ambiguous, obscure or containing alterations or irregularities of any kind.
- Submission of a concession, attraction or programming concept determined by Augusta, in its sole discretion and judgment, to be inconsistent with the goals and objectives of the Temporary Personnel Service RFP.
- Evidence of improper lobbying efforts toward members of Augusta Commission and/or officers or employees of Augusta.
- Failure to comply with the terms and conditions of this RFP.

**1. Withdrawal of Submittal(s)**

Submittals may be withdrawn by written request to Geri A. Sams, Procurement Director, prior to the due date and time. Any withdrawal does not preclude the timely submission of another submittal. After the due date, no respondent will be permitted to withdraw its Submittal for a period of 120 calendar days.

**2. Consent to Review and Verification**

Augusta's determination of a respondents' responsibility, responsiveness and qualification will be based on information provided by the respondent in its submittal, including its Economic Disclosure Statement and affidavits (if and as requested by Augusta), interviews (if any) and other sources that Augusta deems pertinent to the assessment and verification of the information provided by the respondent. A contract will not be awarded until Augusta has completed such assessment and verification. By submitting its Submittal, respondent agrees to permit and cooperate with any such assessment and verification.

**3. Interviews of Respondents**

Augusta may, at its discretion, schedule one or more interviews with any respondent to discuss specific issues related to a submittal. Augusta will determine the dates and times of such interviews and respondents will be given reasonable notice.

**4. Costs of Submittals**

All costs incurred by respondents in preparation of its submittal and participation in the procurement process through the award of a contract, if any, will be borne by the respondents. Augusta is not responsible for any Staffing Firms costs associated with this RFP.

**5. Ownership of Submittals**

All submittals and any supplementary material that may be provided by respondents or requested by Augusta will become and remain the property of Augusta.

**6. Award and Execution of a Contract**

This RFP constitutes an invitation to respondents to submit submittals to Augusta. By responding to this RFP, respondents acknowledge and consent to Augusta's rights and the conditions set forth in this RFP relative to the procurement process and the selection of a respondent.

Augusta intends to issue a request for proposal (RFP) to award a contract to the most qualified and responsive respondent who, in Augusta's sole judgment, provides the best overall submittal providing the best concept for Temporary Personnel. Augusta may consider a combination of factors in making its decision along with the submittal that scores the highest under the evaluation criteria.

Further, Augusta is under no obligation to award a Contract or Agreement pursuant to this RFP. Augusta reserves the right to terminate this RFP solicitation at any stage and/or reject any and all submittals. The receipt of submittals or other documents, or being the selected respondent, will in no way obligate Augusta to enter into any Contract or Agreement of any kind with any party. Augusta reserves the right to use any other procurement method available under applicable law to meet the requirements described herein.

Augusta may, at its discretion at any time and for whatever reason, and without liability to Augusta or any other person, by addendum, modify, amend or otherwise change any part or all of this RFP, or suspending, postponing or cancelling all or any part of this RFP. Each such addendum shall be issued by Augusta in writing and shall be expressly identified as an addendum to this RFP.

Augusta reserves the unqualified right, at its sole and absolute discretion, to undertake discussions with one or more respondent(s), to accept a submittal without negotiations, and to accept any submittal or revised submittal which, in its sole judgment, is most advantageous to Augusta. Augusta's decision in these matters may be made at any time during the procurement process. Augusta reserves the right to waive submittal informalities, irregularities, or technicalities that it deems immaterial, all in the best interest of Augusta.

Augusta may post information about any respondent and its submittal on the website at any time, and prior to introduction to Augusta Commission, the proposed Agreement.

**7. Augusta Commission Approval**

The award of any Agreement pursuant to this RFP is subject to the approval of the Augusta Commission. The Agreement will not be binding on Augusta unless and until approved and ratified by the Augusta Commission. Proposers are cautioned not to contact members of the Augusta Commission during this selection process, apart from interface that is structured by Augusta staff; doing otherwise may result in disqualification of proposer.

**8. Proximity to Area**

- Within Richmond County — 10 points
- Within CSRA — 8 points
- Within Georgia — 6 points
- Within SE United States (includes AL, TN, NC, SC, FL) — 4 points
- All Others — 2 points

*The submittal packages must be received no later than* **11:00 a.m. on Wednesday, September 16, 2015** ***submittals received after*** **11:00 a.m. on Wednesday, September 16, 2015** ***will not be accepted****. Faxes or emails will not be accepted.*

## X. CONTRACT ADMINISTRATION

### Standard Augusta Contract

The attached draft contract is Augusta's standard contract document (see Attachment B), which specifically outlines the contractual responsibilities. All proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the proposer's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions arc unacceptable to Augusta, proposers should review any proposed revisions with an officer of the firm having authority ty to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

## XI. BUSINESS LICENSE

Upon award of the contract, successful proposer shall submit a copy of its valid company business license. If the Proposer is a Georgia corporation, Proposer shall submit a valid county or city business license. If the Proposer is not a Georgia corporation, Proposer shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Proposer holds a professional certification which is licensed by the state of Georgia, then Proposer shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Proposer for the duration of the contract.

## XII. COST PROPOSAL

1. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope will result in Proposers proposal being deemed Non- Responsive.

2. The cost proposal must be submitted in a separate, sealed envelope with the proposer's name and "Cost Proposal for Request for Proposal No. 15-172A for Temporary Personnel Service" on the outside of the envelope.

3. Proposers are required to submit their costs on an unaltered copy of Attachment A, Cost Proposal Form.

4. Prices quoted by service providers will be firm prices, not subject to increase during the term of any contractual agreement arising with the County as a result of this proposal. Service providers are to stipulate the expiration date of their quoted proposal but shall not be less than 120 days.

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

**Price shall be submitted in a separate sealed envelope** with the following information on the outside of it: **Fee Proposal for RFP 15-172A – Temporary Employment Services to include the vendor's name.**

**When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information.**

***We thank you for your participation!***

# Exhibit A

## Cost Proposal

For each of the temporary positions listed below, propose the rates, for each term, by providing the pay rate for each position.

**Fee Proposal to be submitted with RFP 15-172A in a separate sealed envelope.**

| *No.* | *Position Title* | *Rate – Initial Term* | *Rate – 1st year* | *Rate – 2nd year* | *Rate – 3rd year* |
|---|---|---|---|---|---|
| 1 | Administrative Assistant I | | $ | $ | $ |
| 2 | Administrative Assistant II | | $ | $ | $ |
| 3 | Administrative Assistant III | | $ | $ | $ |
| 4 | Administrative Assistant IV | | $ | $ | $ |
| 5 | Office Clerk I | | $ | $ | $ |
| 6 | Office Clerk II | | $ | $ | $ |
| 7 | Office Clerk III | | $ | $ | $ |
| 8 | Data Entry Technician | | $ | $ | $ |
| 9 | Accounting Clerk I | | $ | $ | $ |
| 10 | Accounting Clerk II | | $ | $ | $ |
| 11 | Accounting Clerk III | | $ | $ | $ |
| 12 | Accountant I | | $ | $ | $ |
| 13 | Accountant II | | $ | $ | $ |

| No. | Position Title | Rate – Initial Term | Rate – 1st year | Rate – 2nd year | Rate – 3rd year |
|---|---|---|---|---|---|
| 14 | Accountant III | | $ | $ | $ |
| 15 | Contract Specialist I | | $ | $ | $ |
| 16 | Contract Specialist II | | $ | $ | $ |
| 17 | Library Technician | | $ | $ | $ |
| 18 | Facilities Maintenance Tech | | $ | $ | $ |
| 19 | Grounds & Maintenance Worker | | $ | $ | $ |

**Mark-Up**.

Below, propose each of the mark-up rates, per term, to be applied to the rates set forth in Exhibit A, for the temporary staffing agency's compensation for providing for temporary staffing.

1. *Contractor Mark-up:* the temporary staffing agency's mark-up charge on its temporary employee rates.

| No. | Position Title | Mark-up Rate – Initial Term | Mark-up Rate - 1st year | Mark-up Rate – 2nd year | Mark-up Rate – 3rd year |
|---|---|---|---|---|---|
| 1 | Contractor Mark-up | % | % | % | |

**Additional Pricing**

For each of the following, provide either proposed pricing and/or method for calculation of pricing or explanation describing why no pricing or pricing approach is proposed.

1. *Overtime Rate*: _____
_____
_____
_____
_____.

2. *Applicable Volume Discount and Associated Period*: _____
_____
_____
_____

**Certification**

The undersigned is authorized to bind the proposing temporary staffing agency and certifies on the proposing temporary staffing agency's behalf that the pricing offered is binding for at least one hundred twenty *(120)* days following the deadline for submission. Additionally, the undersigned certifies that the proposing temporary staffing agency and any proposed subcontractor has the financial capability to perform the work which is the subject of this solicitation and knows of no personal and/or organizational conflicts of interest prohibited under federal, state, and local law. The proposing temporary staffing agency certifies that its Cost Proposal is submitted in accordance with this solicitation and all issued addenda, if any, and that it agrees to sign Augusta's Agreement form, if awarded a contract.

Proposing Temporary Staffing Agency: _____

Name Printed:_____

Signature: _____

Title: _____

Date: _____

**Fee Proposal to be submitted with RFP 15-172A in a separate sealed envelope.**

# Exhibit B

# DRAFT AGREEMENT

THIS TEMPORARY PERSONNEL SERVICES AGREEMENT ("Agreement") is made and entered into by and between AUGUSTA, GEORGIA, a political subdivision of the state of Georgia (hereinafter referred to as "Augusta", or "CLIENT"), and _____. a STAFFING FIRM organized and existing under the laws of the State of Georgia, (hereinafter referred to as "STAFFING FIRM"), with reference to the following:

A. Augusta desires to retain the services of a staffing firm to fulfill the temporary staffing needs of Augusta, Georgia.

B. _____. ("STAFFING FIRM") responded to Augusta's Request for Proposal (RFP) #15-172A and was chosen as the most responsive staffing firm.

C. _____. ("STAFFING FIRM") has represented to Augusta that it is qualified and experienced in providing temporary staffing services and based upon _____. ("STAFFING FIRM")'s representations, Augusta desires to retain their services to perform the work described herein.

NOW, THEREFORE, in consideration of their mutual benefit, the sufficiency of which is hereby acknowledged, the staffing firm and Augusta agree as follows:

**STAFFING FIRM's Duties and Responsibilities**

1. STAFFING FIRM will
   a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on **Exhibit C** under CLIENT's supervision at the locations specified on **Exhibit C** attached hereto and made a part hereof;

   b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;

   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

   d. Require Assigned Employees to sign agreements (in the form of **Exhibit C**) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and

   e. Require Assigned Employees to sign confidentiality agreements (in the form of **Exhibit D**) before they begin their assignments to CLIENT.

**CLIENT's Duties and Responsibilities**

2. CLIENT will
   a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

   b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

   c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

   d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

   e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

**Payment Terms, Bill Rates, and Fees**

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on **Exhibit A** and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a_____basis. Payment is due net 30. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be non-exempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within_____days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next_ _____consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of _____times the final billing rate for that Assigned Employee, or $_____, whichever is higher.

6. In addition to the bill rates specified in **Exhibit A** of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

**Confidential Information**

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

**Cooperation**

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**Indemnification and Limitation of Liability**

9. To the fullest extent of the law, STAFFING FIRM covenants and agrees that it will indemnify and hold harmless Augusta, Georgia and all of the county's officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by STAFFING FIRM or its employees during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which Augusta, Georgia or said parties may be subject, accept that STAFFING FIRM, will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from sole negligence of Augusta, Georgia or any of its officers, agents or employees.

10. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within_____business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party. Provide verification of the following minimum insurance coverage, which would also cover assigned temporary personnel:

| Insurance | Minimum Coverage |
|---|---|
| Workers' Compensation | Statutory |
| Employers' Liability | $1,000,000 per occurrence |
| Comprehensive General Liability | $1,000,000 per occurrence/ $2,000,000 aggregate |
| Business Automobile Liability | $1,000,000 per accident |

**Miscellaneous**

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.

15. Modification. STAFFING FIRM acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, STAFFING FIRM is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of STAFFING FIRM's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the STAFFING FIRM may be precluded from recovering payment for such unauthorized goods or services. Accordingly, STAFFING FIRM agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the STAFFING FIRM provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by STAFFING FIRM. STAFFING FIRM assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

16. Prohibited Interests. No official of Augusta who is authorized in such capacity and on behalf of Augusta to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract, or any subcontract in connection with the Agreement, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer or employee of or for Augusta who is authorized in such capacity and on behalf of Augusta to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Agreement.

17. Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

18. Assignments. Augusta has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of STAFFING FIRM. The STAFFING FIRM agrees it shall not delegate, assign, subcontract, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of Augusta. Any attempted assignment by STAFFING FIRM without prior express written approval of Augusta shall at Augusta's sole option terminate this Agreement.

19. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

20. This Contract will govern the provision of services provided under this Agreement. In the event of a conflict, the provisions of this Agreement shall govern. If any portion of the Agreement shall be in conflict with any other portion, the various documents comprising the Agreement shall govern in the following order of precedence: Contract, Modifications or Amendments issued after the execution of the Contract; RFP 15-172A **Temporary Employment Services for Human Resources**. All Exhibits, Addenda, Responsive Proposals, Attachments, Insurance Certificates, Performance and Payment Bond, Notice to Proceed, Change Orders, Fee Schedules, and RFP Item # 15-172A **Temporary Employment Services for Human Resources** are hereby incorporated by reference and shall be deemed to be a part of this Agreement for all purposes..

21. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

22. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

23. STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within [ *time for notice* ], STAFFING FIRM will not charge for the first_____[*refund period*] of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

24. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the non-performing party.

25. Georgia Open Records Act. Contractor shall comply with the Georgia Open Records Act, OCGA § 50-18-70 et seq.

26. Judicial Interpretation. The law of the State of Georgia shall govern the construction of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more

strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Agreement in its entirety, the printed provisions of this Agreement and any additions written or typed hereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Agreement shall be construed against either party hereto.

27. Venue. This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purpose of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of Richmond County, Georgia. STAFFING FIRM, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

28. Compliance with Applicable Laws. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to Augusta. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Augusta and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees.

29. Upon reasonable written notice Augusta may, at its own expense, inspect the STAFFING FIRM's financial records relating to this Agreement and the STAFFING FIRM shall cooperate with such audit.

30. The relationship between Augusta and the STAFFING FIRM shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, and employees shall not be entitled to any Augusta employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, parking, or retirement benefits. No officer or employee of STAFFING FIRM shall be deemed an officer or employee of Augusta. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to services rendered under this Contract shall be those of the STAFFING FIRM, not Augusta.

**Term of Agreement**

31. This Agreement shall commence on January 1, 2016. The initial term of this Agreement shall be through December 31, 2019. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st, as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article of this Agreement; (ii) automatically renew on January 1st, unless terminated in accordance with the termination provisions of

this Article of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2019, unless extended by written amendment. The initial term of this Agreement shall be for three (3) years with two (2) one (1) year automatic renewals. The Agreement term may be extended only by written renewal approved by the Augusta, Georgia Administrator and STAFFING FIRM in accordance with the terms of this Agreement.

32. Termination for Convenience. Augusta, Georgia may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of itself or the other, elect to terminate this Agreement, in whole or in part, by delivering to STAFFING FIRM, at the address listed below, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to STAFFING FIRM at least ninety (90) days prior to the effective date of termination.

33. Termination for Default. If STAFFING FIRM fails to perform in the manner called for in the Agreement, or if STAFFING FIRM fails to comply with any other provisions of the Agreement, Augusta may terminate this Agreement for default. Termination shall be effected by serving a notice of termination to STAFFING FIRM setting forth the manner in which STAFFING FIRM is in default. STAFFING FIRM shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination. If it is determined that STAFFING FIRM was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of Augusta, Georgia and the rights and obligations of the parties shall be governed accordingly.

34. If this Agreement is terminated by Augusta pursuant to paragraph 1 or 2 above, the termination will not affect any rights or remedies of Augusta then existing or which may thereafter accrue against STAFFING FIRM.

35. STAFFING FIRM Default. If STAFFING FIRM defaults by failing to substantially perform, in accordance with the terms of this Agreement, Augusta in its sole discretion may, in the case of a termination for breach or default, allow STAFFING FIRM an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If STAFFING FIRM fails to remedy to Augusta's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by STAFFING FIRM or written notice from the Augusta setting forth the nature of said breach or default, Augusta shall have the right to terminate the Agreement without any further obligation to STAFFING FIRM. Any such termination for default shall not in any way operate to preclude the Augusta from also pursuing all available remedies against STAFFING FIRM for said breach or default.

36. Waiver of Remedies for any Breach. In the event that the Augusta elects to waive its remedies for any breach by STAFFING FIRM of any covenant, term or condition of this Agreement, such waiver by the Augusta shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

37. Augusta Default. If Augusta defaults by failing to substantially perform, in accordance with the terms of this Agreement, STAFFING FIRM shall provide written notice to Augusta setting forth the nature of the default and the request for cure within thirty (30) calendar days from the date of receipt of the written notice. In such case, the written notice shall state the time period in which cure is permitted and other appropriate conditions. If Augusta fails to remedy to STAFFING FIRM's satisfaction the breach or default

within thirty (30) days after receipt by Augusta of written notice, STAFFING FIRM shall have the right to terminate the Agreement without any further obligation to Augusta.

38. Augusta, Georgia, may, in its sole discretion, terminate this Agreement immediately for any breach of this Agreement by STAFFING FIRM, which endangers or could endanger the public health, safety or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Augusta, its financial condition or Augusta's ability to continue receiving appropriations. Notice of Termination under this subsection shall be in writing and shall be effective upon delivery to STAFFING FIRM.

39. Except as otherwise provided in this agreement, neither party shall be entitled to recover, lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever.

40. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to the Office of the Administrator of Augusta, Georgia, (c) overnight courier service, or (d) delivered in person to the STAFFING FIRM, or its authorized representative. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to Augusta:**

Augusta, Georgia
Office of the Administrator
535 Telfair Street, Suite 910
Augusta, GA 30901

**With a copy to:**

Geri Sams, Director
Procurement Department of Augusta, GA
535 Telfair Street, Suite 605
Augusta, Georgia 30901

**If to STAFFING FIRM:**

ADDRESS

**With a copy to:**

ADDRESS

[Signatures Begin on Next Page]

**IN WITNESS WHEREOF**, the parties hereto have caused the Agreement contained in this attachment to be executed in two counterparts, each to be considered as an original by their authorized representative.

| STAFFING FIRM | AUGUSTA, GEORGIA |
|---|---|
| By: _____ | By: _____<br>HARDIE DAVIS, JR.<br>MAYOR |
| Attest: | Attest: |
| By: _____ | By: _____<br>LENA J. BONNER,<br>CLERK OF COMMISSION |

## Exhibit A

# Cost Proposal

**RFP Item 15-172A Temporary Personnel Services**

**Due Date: Wednesday, September 16, 2015 @ 11:00 A.M.**

For each of the temporary positions listed below, propose the rates, for each term, by providing the pay rate for each position.

**Fee Proposal to be submitted in a separate sealed envelope.**

| *No.* | *Position Title* | *Rate – Initial Term* | *Rate – 1st year* | *Rate – 2nd year* | *Rate – 3rd year* |
|---|---|---|---|---|---|
| 1 | Administrative Assistant I | | $ | $ | $ |
| 2 | Administrative Assistant II | | $ | $ | $ |
| 3 | Administrative Assistant III | | $ | $ | $ |
| 4 | Administrative Assistant IV | | $ | $ | $ |
| 5 | Office Clerk I | | $ | $ | $ |
| 6 | Office Clerk II | | $ | $ | $ |
| 7 | Office Clerk III | | $ | $ | $ |
| 8 | Data Entry Technician | | $ | $ | $ |
| 9 | Accounting Clerk I | | $ | $ | $ |
| 10 | Accounting Clerk II | | $ | $ | $ |
| 11 | Accounting Clerk III | | $ | $ | $ |
| 12 | Accountant I | | $ | $ | $ |

| No. | Position Title | Rate – Initial Term | Rate – 1st year | Rate – 2nd year | Rate – 3rd year |
|---|---|---|---|---|---|
| 13 | Accountant II | | $ | $ | $ |
| 14 | Accountant III | | $ | $ | $ |
| 15 | Contract Specialist I | | $ | $ | $ |
| 16 | Contract Specialist II | | $ | $ | $ |
| 17 | Library Technician | | $ | $ | $ |
| 18 | Facilities Maintenance Tech | | $ | $ | $ |
| 19 | Grounds & Maintenance Worker | | $ | $ | $ |

**Mark-Up**.

Below, propose each of the mark-up rates, per term, to be applied to the rates set forth in Part I, for the temporary staffing agency's compensation for providing for temporary staffing.

1. *Contractor Mark-up:* the temporary staffing agency's mark-up charge on its temporary employee rates.

| No. | Position Title | Mark-up Rate – Initial Term | Mark-up Rate - 1st year | Mark-up Rate – 2nd year | Mark-up Rate – 3rd year |
|---|---|---|---|---|---|
| 1 | Contractor Mark-up | % | % | % | |

**Additional Pricing**

For each of the following, provide either proposed pricing and/or method for calculation of pricing or explanation describing why no pricing or pricing approach is proposed.

1. *Overtime Rate*: _____
_____
_____
_____
_____.

2. *Applicable Volume Discount and Associated Period*: _____
_____
_____
_____

**Certification**.

The undersigned is authorized to bind the proposing temporary staffing agency and certifies on the proposing temporary staffing agency's behalf that the pricing offered is binding for at least one hundred twenty *(120)* days following the deadline for submission. Additionally, the undersigned certifies that the proposing temporary staffing agency and any proposed subcontractor has the financial capability to perform the work which is the subject of this solicitation and knows of no personal and/or organizational conflicts of interest prohibited under federal, state, and local law. The proposing temporary staffing agency certifies that its Cost Proposal is submitted in accordance with this solicitation and all issued addenda, if any, and that it agrees to sign Augusta's Agreement form, if awarded a contract.

Proposing Temporary staffing agency: _____

Name Printed:_____

Signature: _____

Title: _____

Date: _____

**Fee Proposal to be submitted in a separate sealed envelope.**

# Exhibit C
# Sample Benefits Waiver for Assigned Employees

**Agreement and Waiver**

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

| | |
|---|---|
| EMPLOYEE | WITNESS |
| Signature | Signature |
| Printed Name | Printed Name |
| Date | Date |

# Exhibit D
# Sample Confidentiality Agreement for Assigned Employees

**Assigned Employee Confidentiality Agreement**

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

| | |
|---|---|
| EMPLOYEE | WITNESS |
| Signature | Signature |
| Printed Name | Printed Name |
| Date | Date |

# Optional Provisions

**Reports**

At no additional cost to CLIENT, STAFFING FIRM will generate and deliver to CLIENT the following reports, at the indicated intervals: _____

**Background Checks**

At_____'s expense, STAFFING FIRM will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT:

_____

**Guarantee**

STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within [*time for notice*]
, STAFFING FIRM will not charge for the first___[*refund period*] of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

**CLIENT-Recruited Employees**

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM, there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways:

_____

_____

_____

**Conversion Workout Period; Credit for Past Service**

[*May be added to the end of paragraph 5.*] However, under option (a), the length of the required assignment continuation will be reduced by the Assigned Employee's pre-notice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been billed.

**Minimum Hours Per Day**

If CLIENT limits an Assigned Employee's work day to fewer than__hours, STAFFING FIRM may deem that day to include_____hours of time worked and may bill CLIENT_____hours if STAFFING FIRM pays the Assigned Employee for the_____hours.

**Financial Audit**

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

**Nature of Relationship**

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

**Headings**

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

**Arbitration**

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Contract Interpretation**

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

**Choice of Law**

This agreement will be governed by and construed in accordance with the laws of the state of _____, without reference to any conflicts of law principles thereof.

**Assignment of Agreement**

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

# Local Small Business Goal

The Local Small Business Opportunity Program (LSBOP) provides for Local Small Business goals to be set on all applicable Augusta, Georgia procurements over $100,000 in value. The Local Small Business goal for this procurement is:

**_____0_____%**

As a result of the Local Small Business Goal on this procurement being ZERO, no LSBOP documents are required as part of the procurement process. However, even when a solicitation does not contain a Local Small Business goal (or the goal is set at zero), each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its LSBOP.