REQUEST FOR PROPOSAL

#6754

TEMPORARY SERVICES

FOR

WASHTENAW COUNTY

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768

Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover

WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6754

October 24, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Human Resources is issuing a sealed RFP for **Temporary Services** for the County of Washtenaw for a three year term starting January 1, 2014 and ending December 31, 2016.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104

By Monday, December 2nd, 2013 at 4:00 pm

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope must be clearly marked **"SEALED RFP #6754".`**
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Washtenaw County Professional Development contact Linda Wicks **via e-mail only** at **wicksl@ewashtenaw.org**

Thank you for your interest.

I. PROPOSAL

Definitions:

"County" is Washtenaw County in Michigan.

"Bidder" is an individual or business submitting a bid to Washtenaw County.

"Contractor" One who contracts to perform work or furnish materials in accordance with a contract.

"Temporary Service" is the hiring of employees for the County for a limited time. All payroll matters are handled by the Contractor.

Purpose of Proposal:

Washtenaw County Government

To contract for Temporary Services on an "as needed basis" for Washtenaw County Human Resources and other County departments for a three year period, January 1, 2014, through December 31, 2016. All payroll matters are to be handled by the Contractor.

II. PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of three year(s), with an option to renew an additional two years, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

A. Contractor's Qualifications, years in business.
(Attach as Addendum A)

B. At least four (4) current references or Temporary Services clients. Include company name, contact name, email, and phone number.
(Attach as Addendum B)

C. List of all your Temporary Services classifications and prices for each. **(Attachment A)**
(Attach as Addenda C)

D. Listing of companies that used your services in Washtenaw County during 2013, and the average total hours per month.
(Attach as Addenda D)

E. Include a description of your employee training/testing process.
(Attach as Addenda E)

F. Include a description of your background check process and determination of eligibility to work
(Attach as Addenda F)

G. Submit a sample/copy of your company's timesheet.
(Attach as Addenda G)

H. Provide **Signature Page** completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. **(Attachment B)**
(Attach as Addenda H)

V. TERMS AND CONDITIONS

Award:
Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the entire contract to three Contractors.

WORK LOCATIONS: Contractor employees could work at any of the County facilities throughout Washtenaw County.

ARRIVAL/WORK TIME: Employees must arrive at the specified time that the department indicates to the Contractor.

RESPONSIBILITIES: Employees remain on Contractor's payroll. Contractor is responsible for reporting and paying employees' wages and appropriate taxes. County is not responsible for Temporary Employees' sick, holiday or vacation time. Any liability should be incurred by the Contractor.

QUANTITY: The number of placements and hours is on an as needed basis by the County departments. There is no commitment to specified hours.

REQUIREMENTS:

1. Contract will require no minimum hour guarantee of Washtenaw County for any temporary position.
2. Contract will make immediate replacement of any temporary employee upon Washtenaw County's request.
3. Contractor will be capable of providing temporary employees within twenty-four (24) hours or less upon request, or Washtenaw County will contact the next available Contractor.
4. Contractor may not charge Washtenaw County additional fees should the temporary employee be permanently hired by Washtenaw County after completing a maximum of one hundred sixty (160) hours of work on assignment to Washtenaw County.
5. All job requests will be placed by individual County departments.
6. All Contractor's Temporary Employees will have gone through sufficient Background check processes to verify safe and secure employment at the County.

Term of Bid:

The Bid Term is from January 1, 2014 - December 31, 2016, with an option to renew an additional two years, pending agreement by both parties.

Invoicing

All invoices are to be separated by job, including on each billing statement the relevant County Department and Purchase Order number; and must be mailed to Washtenaw County Human Resources. Payment is Net Thirty (30) days.

EVALUATION CRITERIA FOR TRAINING VENDORS:

- Ability to demonstrate Contractor's qualifications
- References that support successful Temporary Services placements.
- Number of placements and hours worked within Washtenaw County.
- Ability to demonstrate training/testing of quality Temporary Services employees to meet job skill needs.
- Ability to demonstrate sufficient background check processes to guarantee appropriate placements.
- Rates/pricing structure – cost effectiveness - Low bidder will be based on the lowest total aggregate price for the items listed on the bid sheet

VI. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SAMPLE ONLY– To be completed by vendors once selected by Washtenaw County

SERVICE CONTRACT
(NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and ***(NAME OF CONTRACTO**R)* located at ***(CONTRACTOR'S ADDRESS)*** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will ***(SPELL OUT SCOPE OF SERVICE***)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed ***(SPELL OUT DOLLAR AMOUNT)***.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the ***Director of Human Resources*** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable**,** the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term which begins on ***January 1, 2014****, and end*s on ***December 31, 2016*** *, with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.
No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT, DEPARTMENT ADDRESS & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either $11.64 per hour with benefits or $ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTACHMENT A

Temporary Services for Washtenaw County Government – Bid Sheet Rates

	Job Description	**Hourly Rate**
1.	**Clerk/Typist** Type 50wpm, routine correspondence, forms, filing, phones (1-2 lines).	
2.	**Clerk/Typist/Receptionist** Phones (1-5 lines), greeting public, sorting/matching reports, light word processing – must be familiar with keyboard.	
3.	**Administrative Assistant** Type 55-60wpm, routine correspondence, memos, reports, familiar with software/word processing, phones (1-3 lines).	
4.	**Data Entry** Enter alpha/numeric information into computer using a 10-key number pad with standard computer.	
5.	**Office Specialist** 40wpm, provides technical office support.	
6.	**Accountant** Degreed. Work-related experience in accounting.	
7.	**Computer Technician** Support PC desktop environment in a networked environment including Windows 7, Microsoft Office, PC hardware troubleshooting and desktop replacement.	

ATTACHMENT B

SIGNATURE PAGE

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	City, County, St. Zip
_____	_____
Telephone #	Fax #
_____	_____
Federal Tax ID #	Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature page must be signed and returned as part of vendor proposal.

☐ By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.