CITY

OF

JOPLIN, MISSOURI

REQUEST FOR PROPOSAL PACKAGE

RFP-2015-18

for

TEMPORARY EMPLOYMENT AGENCY

Release Date: October 2, 2015
Due Date: October 31, 2015

JOPLIN HUMAN RESOURCES DEPARTMENT
602 S Main Street
JOPLIN, MO 64801

(417) 624-0820

REQUEST FOR PROPOSALS

The City of Joplin, Missouri will accept sealed proposals until 5:00 PM, Friday October 30, 2015, at the Joplin Human Resources Department located at 602 S. Main Street, Joplin, Missouri, 64801 for the following:

TEMPORARY EMPLOYMENT AGENCY

Questions may be referred to DAVE ALLGOOD, DIRECTOR OF HUMAN RESOURCES, or TAMARA SCHALLER. ASSISTANT DIRECTOR OF HUMAN RESOURCES by calling 417-624-0820 or by writing to the address indicated above. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Publication Date: October 2, 2015

INSTRUCTIONS FOR PROPOSALS

The City of Joplin, Missouri proposes to CONTRACT the following:

TEMPORARY EMPLOYEMENT AGENCY

All Proposals shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the proposal opening.

All proposals shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this proposal document to generally describe the item(s) desired in sufficient detail as to secure proposals on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, vendor literature and additional information should be attached to the proposal. All questions or statements requiring answers shall be responded to completely and accurately. Any proposal not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the proposal opening. Any protest filed after this time period has elapsed will not be considered.

Businesses which are located within the Joplin metro area may be given preference in the awarding of a bid, providing the proposal from the local business does not exceed the lowest proposal by more than 3% or $2,500, whichever is less.

Once the proposals are reviewed and evaluated, the City may request an in person interview with the Agency's management personnel of those bidders that best meet the City's requirements.
Upon completion the Bidders will be notified in writing if selected. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way.

MARK PROPOSAL ENVELOPES: "RFP-2015-18 TEMPORAY EMPLOYMENT AGENCY "

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CITY OF JOPLIN, MISSOURI

REQUEST FOR PROPOSALS

TEMPORARY EMPLOYMENT AGENCY SERVICES

INTRODUCTION

City of Joplin Mo. (hereinafter referred to as "City") is will receive sealed proposals from Temporary Employment Agencies (independent contractors, hereinafter referred to as "Agency") to provide cost effective temporary employment services. City utilizes temporary employment agencies to fill employment and staffing needs for seasonal workers and occasionally other employment needs at the City's discretion.

PROFILE

The City of Joplin is located in Southwest Missouri with a population of over 50,000 and an average daytime population of 240,000. The City employees has an average of 580 full time employees with another 150 seasonal employees throughout the year, with an average payroll of $37 million. The city average annual budget is $110 million and its fiscal year begins on November 1 of each year.

SCOPE OF SERVICES

1. The City is seeking the services of highly skilled, experienced and qualified agency(s) that can provide expert employment services. City wishes to select agency(s) that can demonstrate the highest level of support by performing these functions in an accurate and timely manner. The selected agency(s) should provide quality service along with dependable and reliable customer service.

2. The City may select an alternative Agency(s) to serve as a backup agency(s) should the primary Agency selected be unable or unwilling to provide the number of workers required in this agreement as noted below in item 4.

3. The selected Agency(s) will ensure that all temporary employees meet at least the minimum qualifications as set forth by the City to the Agency(s).

4. The Agency must have the capacity and resources to provide and have available up to one hundred twenty five (125) qualified workers annually. (pricing should take into consideration volume discounts)

5. The Agency(s) selected will ensure that all its temporary employees are qualified, reliable and have the necessary skills and abilities as required by the position for which they will be filling. (City will provide Agency(s) with current job descriptions and qualifications for position(s) requested).

    a. Temporary staffing for the following categories:

i. General labor
ii. Lifeguard
iii. General office/Administrative/Clerical
iv. Crossing guards
v. Others non-technical positions/categories as requested by City.

b. Compensation to the Agency(s) shall consist of an agreed upon hourly rate paid to the Agency(s) including the Agency(s) markup rate.
c. Agency(s) shall submit weekly invoices and applicable timecards in a format to which all parties have agreed. Payment shall be made upon receipt of verified timecards and accurate invoices by City Finance Department.

6. The RFP information will be used to select Agency(s) and potentially enter into a contractual agreement upon approval of the City of Joplin's City Council. It is the responsibility of the Agency(s) to ensure that the RFP is submitted in a complete and timely manner.
   Completing an RFP is not a confirmation that the Agency has been selected to enter into a contractual agreement with the City of Joplin.

SELECTION CRITERIA

Each of the proposals received will be evaluated for compliance with the requirements stated in this RFP. Failure to meet this requirement may be cause for eliminating the Agency(s) from further consideration. All proposals which comply with submittal requirements will be reviewed against the following criteria.

1. Demonstrated understanding of the services requested.
2. Prior experience in performing similar work.
3. Personnel, in size and staff to meet the needs of the City, management, training and qualifications.
4. Qualifications of the Agency and management personnel.
5. Experience, type of clients (government/commercial), ability to work with City of Joplin Human Resources staff in its mission of providing high quality, qualified temporary personnel to the City departments/divisions.
6. Cost/Price, including the Agency(s) willingness to provide price protection in regards to background and reference checks conducted on each temporary personnel.
7. Statement that the agency is capable of meeting the City's time frame and qualifications of temporary workers.
8. The Agency shall be responsible and able to prepare an effective, clear and concise proposal.
9. Proposals shall not exceed ten (10) single sided pages.
10. The proposal should contain the following information:
    a. Cover letter introducing the Agency and the Individual who is the primary contact person.
    b. On no more than one printed page, state your Agency understanding of the services to be performed and make a positive commitment to provide the services as indicated in the RFP.
    c. Specific qualifications regarding experience in providing qualified and competent temporary employment services.
    d. Describe your Agency's prior experience with the recruitment and referral of female and minority employees.
    e. A description of the Agency's temporary personnel screening process.
    f. A description of the Agency's training and educational programs for their temporary employees.

g. Provide names, contact persons and telephone numbers of at least four (4) organizations that may be contacted regarding the quality of services provided by your agency.
h. The Agency's proposed fee schedule for temporary personnel for the following duties:
    i. General Labor
    ii. Lifeguard
    iii. General office/administrative and clerical
    iv. Crossing Guards
    v. Other non-technical positions/categories
i. A description of the Agency's invoicing policy.
j. A description of the benefits offered to temporary personnel (e.g.: vacation, holiday pay, health insurance, etc.) and when benefits become effective.

11. Other information that will be used in evaluation of the selection process:
    a. Agency Overview: Company profile and structure.
    b. Services: Pricing and Proposed fees, Response to Requirements/Request including background checks.
    c. Explain the Agency's Experience/Capacity to Provide Services requested such as other customers with similar requirements as the City.
    d. Describe in detail your Agency(s) hiring process, qualification process, training programs, employee benefits and other services that are provided to your employees.
    e. Describe how quality and service standards are maintained.
    f. Provide a description of how your Agency(s) screening process for temporary worker applicants and how background checks and drug/alcohol tests are conducted.
    g. Describe any on-going drug/alcohol testing that occurs with the employees, including for those employees that are CDL certified.
    h. Provide information related to how temporary employees are recruited.
    i. Provide a description of any testing, including aptitude or skills tests that are administered.
    j. Provide a detailed description of your firms invoicing procedures and deadlines for submitting timesheets.
    k. For temps that may operate a motorized vehicle for the City, describe what reports and background checks are completed ensure the temp is a safe operator.
    l. Describe the methods used to resolve issues with temporary staff or organizational performance, including conflict resolution.
    m. Describe how your firm evaluates job performance of your temporary employees.
    n. List any usage reports that can be generated and made available to the City on a regular basis.
    o. Confirm that the Agency provides unemployment, workman's compensation and general liability insurance that covers it temporary employees.
    p. Are your employees bonded?

SUBMISSION OF PROPOSALS

Interested Agency(s) should observe the following requirement in preparation and submission of proposals:

1. One (1) original and three (3) copies of the Proposal should be delivered in a sealed envelope to Dave Allgood, Director of Human Resources, City of Joplin, and 602 S Main Street, Joplin, Mo. 64801.
2. Proposals must be received no later than 5pm on October 30, 2015. Faxed or emailed proposals will not be considered.
3. Proposals received after the aforementioned date and time will result in the City rejection of the Proposal. Postmark dates will not be considered as the basis for meeting any submission requirements.
4. Proposals properly submitted and in the proper format will be evaluated by a Review Committee.
5. Proposals must include a cover letter signed by an individual authorized to enter into a contract with the City on behalf of the Agency, acknowledging that the Agency agrees to be bound by all terms and conditions of the RFP and affirming that all information contained in the RFP is true and accurately portrays all aspects of the services to be provided.
6. Failure to comply with the requirements of this RFP will result in the City rejection of the Proposal.

EVALAUTION

Evaluation of the proposals will be based upon a point scale of 100 points with the following criteria being given weight based upon the stated percentages:

15% Methodology – The vendor will use to conduct work outlined in RFP and evidence to ability to perform the work described herein.

15% Experience/References – Previous experience performing related projects of similar nature, including but not limited to, similar size and type or organization.

40% Cost of Services – must contain a cost breakdown of each of the services/process recommended.

30% Staff – capability and availability of agency staff to meet the expectations of the City.

OBLIGATIONS OF SELTECTED AGENCY(S)

Each Agency shall carefully pre-screen all applicants prior to referral to City to assure that they possess all of the required skills and abilities to perform the assigned tasks. Should the City determine that a temporary individual does not have the required skills and dismisses that person with the first eight (8) hours of employment; the Agency shall not charge the City for that person's time.

Temporary personnel shall remain the Agency's employees and shall not receive City benefits. The Agency shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each temporary person and to verify the employment eligibility of each person referred to the City.
The Agency shall be responsible for communicating its benefits, timecards and safety practices to its employees and to the City.

GENERAL REQUIREMENTS/CONDITIONS

1. Agency(s) submitting Proposals may not contact member of the City Council or other staff of the City.
2. All requests for interpretation or clarification of any term in the RFP should be directed to Dave Allgood, Director of Human Resources for the City of Joplin, contact number is 417-624-0820 x210 or dallgood@joplinmo.org.
3. The City will not be responsible for any pre-contract costs incurred by any Agency(s) participating in the selection process.
4. All matters set forth in a Proposal are matters of public record and shall become the property of the City and may be disclosed by the City in accordance with statutory requirement or otherwise ad determined by the City.
5. In reviewing all proposal, the City reserves the right to:
    a. Reject any and all Proposals received in response to this request,
    b. Negotiate the fees and charges contained in any Proposal, and is not obligated to accept a Proposal based upon the lowest fee schedule,
    c. Accept a proposal based on consideration other than costs,
    d. Waive or modify any irregularities or informalities in Proposals received,
    e. Award contracts for temporary employment services in any manner necessary to serve the best interest of the City
    f. City may accept and award more than one Temporary Employment Agency proposal, and enter to an agreement with multiple Temporary Employment Agency for the same time period.
    g. Reserves the right to utilize the services of the Agency(s) that City believes will best provide the services and resources it needs
    h. Request for clarification, to allow corrections of errors or omissions.
    i. Request additional information as determined necessary.

CONTRACT TERMINATION

1. City reserves the right to terminate the contract if the Agency does not perform as required by the terms of the contract. Reasons for termination may include, but not limited to the following:
    a. Failure to provide sufficient personnel as identified in the RFP
    b. Failure to provide qualified personnel as identified in the RFP

Respondents should also be aware of the following:

1. Failure to perform to the satisfaction of the City will result in termination of the contract upon fifteen (15) days written notice by City to Agency(s).
2. Agency(s) may be required to interview with City as it deems necessary.
3. The agreement between City and the selected Agency(s) will be evidenced by a written "Contract" which shall incorporate this RFP, the Proposal and any related correspondence and/or documents pertaining to this request. In executing such Contract, the selected Agency(s) agree to be bound by the terms and conditions of this RFP, and that all representations, warranties and commitments in the Proposal and related correspondence are contractual obligations. In the event of any conflict in the terms and conditions between the RPF, Proposal and any related correspondence, the RFP shall be the controlling document.

a. An agreement/contract, agreed upon between the City and Agency(s) will be executed with the Agency and/or agency's selected.
b. The term of the Contract shall be negotiated between the City and the successful Agency(s). The initial term of the contract shall be for a period not to exceed one (1) year. City reserves he right to extend this contract, on an annual basis, for a period not to exceed five (5) years.
c. The Agency(s) shall provide the City with a sample contract/agreement for the City's review and consideration.

4. City is an Affirmative Action/Equal Opportunity Employer. Any Agency(s) awarded a contract pursuant to the RFP agrees that they will comply with all the provisions on Affirmative Action/Equal Opportunity created by state, federal and local laws, rules and regulations.
   a. It is the policy of City to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in our procurement activities. Toward that end, City encourages the small business, and small business owned by women and minorities to submit Proposals in response to this RFP. This solicitation, however, is NOT restricted to businesses in the City or to those businesses designated as small and/or minority owned businesses.

INDEPENDENT CONTRACTOR

The Agency(s) awarded contract with the City, understands and agrees that an independent contractor relationship will be established under the terms and conditions of the agreement between Agency(s) and City. The employees or agency(s) will not now nor will they be deemed to be employees of the City. The Agency(s) assumes all financial responsibility for the employees of the Agency, such as wages and withholdings taxes, social security, sales and other taxes, and workers compensation and unemployment claims which may be related to the services provide to the City under this agreement.

INSURANCE

1. General Liability

   a. The successful Agency(s) shall be required to furnish and maintain throughout the term of the contract, such general liability and property damage insurance as shall protect Agency and employees performing work covered by the proposed contact from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the Agency(s) performance or by any sub-consultant, person, firm or employee directly or indirectly employed by Agency. The successful Agency(s) shall furnish the City a certificate of said insurance, with limits no less than One Million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury as well as property damage and with the City as a co-insured.

2. Workers Compensation

a. The successful Agency(s) shall purchase and maintain throughout the term of the contract such Workers Compensation Insurance as will protect them from claims which may arise out of or result from the Agency(s) execution of the work by the Agency(s) and or its employees, consultants, contractors, direct or indirect employees or by anyone for whose acts any of them may be liable.

UNAUTHORIZED ALIENS WORKERS ACT

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ and I am the _____ _____ of _____.

I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant