

Request for

Competitive Sealed Proposal

CSP TAC988B

Professional Services for: Temporary Personnel Services -
Labor and Trades

NIGP Commodity Code(s):
962-69 Personnel Services, Temporary

EVENT	DATE
Issue Date	01/27/2023
Pre-Proposal Conference <i>Location Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	02/06/2023 <i>10 Days prior to CSP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	02/15/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
*All questions should be emailed with the CSP **TAC988B** in the subject line.*

Submit proposals

(sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy™

I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure professional services for the timely supply of qualified temporary Labor and Trade personnel to fill City of Tulsa (City) temporary staffing needs to assist the City with providing exceptional City services.

If found to be in the City's best interest, awards may be made to more than one Seller with a primary and secondary Seller agreement. We enthusiastically look forward to receiving your proposal.

II. BACKGROUND

The City of Tulsa currently employs approximately 800 employees in the Labor and Trades (LT) Classifications. In order to ensure continuity in the quality of service we provide the Citizens of Tulsa, the City must enlist the services of temporary personnel due to personnel vacancies, absences, or special projects. Temporary employees must meet the experience and education requirements included in the job description of the position they are filling. Many positions are located in areas that provide 24-hour operations. A list of current LT classifications is included for reference as Exhibit B.

III. SCOPE OF SERVICES

- A.** The Respondent shall provide temporary personnel services on a rate-based cost structure to include:

 - 1. Mark-Up Rate
 - 2. Payrolling Rate
- B.** The Respondent shall provide the following administrative services related to services of temporary personnel to include:

 - 1. Structured Candidate Interviews
 - 2. Skill/Knowledge Assessments/Evaluations
 - 3. Selection/Referral of Qualified Candidates
 - 4. Experience and Credential Verification Process
 - 5. Criminal and Sex Offender Checks
 - 6. Drug Testing
- C.** The Respondent shall provide the following business and process information to the City to include:

 - 1. Response Time
 - 2. Vendor Profile
 - 3. EEOC
 - 4. Seller References
 - 5. Timesheet Retrieval and Pay Checks
 - 6. Invoicing Process
 - 7. Reporting

- D. The Respondent shall provide the following services to temporary employees to include:

1. Benefits/Medical
2. Benefits/Vacation-Holiday

IV. **DELIVERABLES**

- A. Quantify cost of Temporary Personnel services. **Please complete Exhibit A**

1. Mark-Up Rate

State the mark-up rate that you would charge to fill any vacancy in each pay grade. Show your proposed rate, e.g. 10%. Please indicate whether the markup % includes other cost items such as drug testing, etc.

2. Payrolling Rate

At some time during the contract period, it may be advantageous to the City to engage in payrolling. Under these circumstances, the City will provide the name of a particular individual and the pay rate. The agreement holder would be allowed to charge a payrolling rate. A payrolled employee will be eligible for all benefits provided to other temporary personnel. Please indicate what your payrolling rate would be.

- B. Describe administrative services related to services of temporary personnel.

1. Structured Candidate Interviews

Sellers must engage in a standardized interview process.

Describe your interviewing process. Include an example of a specific position and the specific questions/interview guide that would be asked of the candidate during the screening process.

2. Assessments/Evaluations

Sellers must evaluate/assess the skills and abilities of the candidates referred for temporary assignments to the City to ensure a match with job requirements. When requested, assessment results and/or verification of experience results must be made available to the City.

Describe your candidate evaluation process. Describe any assessment instrument you are currently administering. When would you utilize them? Are your assessment instruments validated? If so, by whom?

3. Selection/Referral of Qualified Candidates

Describe your process for selecting candidates for referral. Include your mechanism for identifying previously very successful candidates, and/or unsuccessful candidates. What type of candidate pool do you generally have available?

4. Experience and Credential Verification Process

The employees assigned to the City must meet the minimum requirements for the position they are filling as found in the job description. Experience, licenses, and certifications must be verified by the agency prior to referral to the City. (This service is included in the proposed rates).

Describe your reference check process. Include the number of references completed, how far back are reference checked (e.g., 1 year, 2 years, 5 years). What information is gathered during the reference checking process? What other information is verified?

Describe your process for verifying the licensing, experience, and educational credentials of all applicants. Also include high school, GED, college level and license and certificate verification process.

5. Criminal and Sex Offender Checks

Describe your process for no cost criminal background and sex offender registry checks on applicants. Include the public/non-public websites you use for both in state and out-of-state checks.

At times the City may request a more extensive background check.

Please list any outside agencies you utilize to conduct background checks. Please include the cost of conducting a more extensive background check on Exhibit A. What is the average timeframe for completion of extensive background checks.

6. Drug Testing

All temporary employees must be drug tested before placement at the City.

Provide the dollar amount per candidate you would charge to provide drug testing services. If drug testing is included in your roll-up rate, please indicate. Please provide the specific process and types of drug testing performed including the specific drugs tested for.

C. Business Process and Information to be provided to the City

1. Response Time

The Seller will respond to the hiring supervisor within 24 hours with the name and time we can expect the temporary to arrive. The candidate should be scheduled to arrive within 48 hours.

If the primary Seller is unable to respond to a vacancy within 48 hours, the City reserves the right to contact the secondary Seller for assistance in filling the temporary vacancy.

What is your current response and placement time?

2. Vendor Profile

What staff and support would you dedicate to filling the needs of the City? Provide the number of employees your company placed in 2021 and 2022 and the number of individual companies in which your company placed employees. How many labor and trades employees did you place?

What is your location and proximity to the City of Tulsa. What is your current web address?

Provide a general overview of your organization including your mission statement. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?

3. EEOC

Please provide a copy of your non-discrimination policy and examples of advertisements of positions posted within the previous 12 months. What do you do to ensure that you attract a diverse and inclusive population of candidates? Please provide a statement that would reflect EOE compliance. Disclose any lawsuits that you have been party to in the previous 5 years.

4. Seller References

Seller should provide references from three (3) organizations for whom the Seller filled at least ten (10) Labor and Trades or comparable vacancies each month for the past 12 twelve months.

5. Timesheet Retrieval and Pay Checks

Temporary employees working at the City often are located at multiple worksites, spread out all throughout the city.

Describe your plan for timesheet retrieval and plan for delivering paychecks. Include the process you have for issuing paychecks for employees when timesheets are missed during normal processing.

6. Invoicing Process

The requesting supervisor shall have the option of either reviewing the Seller's invoice prior to payment or having the invoice sent directly to the designated department invoice processor.

What system do you have in place, or can your put in place, that will sort invoices per request on each individual work-order? Describe your accepted payment methods.

7. Reporting

The Seller must have the capability to forward a monthly report in MS EXCEL via e-mail by the 5th of each month. The following are required elements of these reports:

The report must contain the department name, section name, supervisor name, employee name, classification (job title), employee pay rate, bill rate, current hours, and year to date hours in current position. Each pay period should be listed separately, and each month will be on a separate tab and must have cumulative hours on the main report. All cumulative reports will use the City's fiscal year which is July 1st – June 30th

Please provide a sample copy of the EXCEL reports that will be provided to the City. Prior to the award of the proposal, the Seller must demonstrate its ability to e-mail the document to us.

D. Seller shall provide the following services to temporary employees.

1. Benefits/Medical

Some option for medical benefits must be provided.

Describe your medical benefits and cost to the employee. Provide the information given to the candidate.

2. Benefits / Vacation-Holiday

Some plan for vacation and holiday benefits must be provided to candidates.

Describe your vacation and holiday benefits. Provide the employee document describing these benefits.

V. ADDITIONAL AGREEMENT PROVISIONS

- A.** The City's Human Resources Department will be the administrator for each agreement resulting from this solicitation.
- B.** All requests for temporary employees for Labor and Trades employees will be made by the hiring supervisor. A Temporary Agreement Procedures Manual will be forwarded to Seller(s) awarded the agreement.
- C.** If an employee provided by the Seller proves to be unsatisfactory for any reason, the City shall have the right to request an immediate replacement. If after two attempts the Seller is unable to provide a satisfactory employee as specified in this Competitive Sealed Proposal, the City reserves the right to purchase service from the Secondary Seller.
- D.** In addition, if the City is not satisfied with the performance of a temporary worker within the first eight hours of work, the City shall notify the Seller within 24 hours and the City will not be billed for the unsatisfactory temporary employee.
- E.** All temporary employees must meet the minimum requirements (including education and experience) for the position and credentials verified by Seller. Official job descriptions are available at:
<https://www.cityoftulsa.org/government/departments/human-resources/employment/job-descriptions>

If an official job description is not submitted to the Seller with the work order, it is the Seller's responsibility to obtain official job description from City.
- F.** The City will provide the Seller(s) with pay rates for each paygrade. It is the responsibility of the Seller to pay within stated guidelines. The City's Personnel Director has the right to authorize, in advance, any pay exception. At the sole discretion of the Personnel Director, the pay rates for the designated classifications can be updated if City of Tulsa pay rates/charts are modified.
- G.** Any individual previously employed by the City that desires re-employment with the city as a temporary employee must be approved by the City's Personnel Director or designee prior to

placement. Former employees dismissed from the City of Tulsa are not eligible for rehire or temporary placement.

- H.** Any temporary employee who was previously terminated by the Temporary Agency must receive approval from the City's Personnel Director or designee to be considered for another temporary employment opportunity.
- I.** The Seller must notify the City's Temporary Personnel Services administrator in Human Resource by email the name of any temporary employee dismissed from City service and the reason for the dismissal if known. This notification must occur within two days of the dismissal.
- J.** The City shall have the right to survey temporary employees regarding working conditions, employment matters, etc.
- K.** The Seller must obtain approval of the City's Personnel Director or designee in advance for placement of any temporary employee that has a criminal misdemeanor or criminal felony on their record. The Seller must provide employee name, nature of offense(s) and desired position of placement. (Traffic convictions included, for employees that are placed in positions that require driving).
- L.** Positions that fall within a progression (a change in paygrade after attainment of specific skills and experience) may be filled only at the beginning pay grade, e.g., Water/Wastewater Operator I and Water/Wastewater Operator II may only be filled at the Water/Wastewater Operator I level. Any exception must be approved through the City's Personnel Director or designee.
- M.** Labor and trade positions normally require a commercial driver's license (CDL) class A or B license. Seller must provide a copy of this CDL license to the hiring supervisor. If a hiring supervisor wants to hire an individual for a position normally requiring a CDL A or B and that person does not have one, s/he can be hired in at a helper level position. The individual will be restricted from driving.
- N.** The City restricts the number of hours a temporary employee may work for the City to 1000 hours per rolling twelve (12) month period. The Seller shall ensure that no employee exceeds this 1000-hour limit. The Seller must notify the Human Resources contract administrator if an employee is approaching the 1000-hour limit.
- O.** The Parties agree that the City may hire temporary employees in permanent positions at any time and without penalty or fee. Seller shall not limit or prohibit its employees from accepting offers of permanent employment from the City.
- P.** Seller understands and agrees that all temporary personnel provided by Seller pursuant to this agreement shall receive the same employee benefits at the same levels as Seller's other

employees, and Seller shall make no distinction between its employees who are referred to it by the city (e.g., “payrolled” employees) and its other employees for benefits purposes.

- Q.** Invoices should be delivered to individual(s) designated by requesting supervisor. Seller must have process in place to sort and deliver invoices on a per order basis.
- R.** No person shall be excluded from participation or consideration in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the Seller on the grounds of race, color, religion, sex, age, sexual orientation, gender identify, disability or national origin. The Seller shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all candidates, notices of non-discrimination. All employment advertisements or solicitations placed by the Seller or on behalf of the Seller shall state that such Seller is an equal opportunity employer.
- S.** Seller agrees to comply with all applicable rules, regulations, and policies of the City of Tulsa.

NOTE: The City of Tulsa reserves the right to use specialized temporary vendors when no qualified applicants are available through Seller.

If you see anything in these specifications that prevent you from bidding, please email the project buyer with details and recommendations.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the awarded Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
% of personnel released from employment within 30 days	Seller	Quarterly	Seller
% of personnel hired by City	Seller	Quarterly	Seller

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern of the Respondent or City
- Discussion and troubleshooting of challenges
- Review of activities on the horizon

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, February 15, 2023, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled "**CSP TAC988B - Temporary Personnel - Labor and Trades.**" Proposals arriving late will be returned unopened.
2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**
3. All interested Respondents (Sellers) are required to register with the Buyer, Donny Tiemann, in order to receive updates, addenda or any additional information required. . You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>
The City is not responsible for any failure to register.

4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **February 6, 2023**

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and

performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:
“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.
5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

VIII. EVALUATIONS OF PROPOSALS

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

In this CSP, a panel consisting of a representative(s) from the City’s Purchasing Department, the City’s Human Resources Department and at least one other representative will evaluate proposals. The panel will compare and contrast the information provided by the Sellers category by category. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa.

The proposals will be evaluated based on the following criterion:

- A. Cost of Services
 1. Mark-Up Rate
 2. Payrolling Rate
 3. Drug Testing Costs (if not included in payrolling)
 4. Criminal Background Check Costs for specifically requested checks

B. Quality of Administrative Support Service Provided

1. Structural interviewing of candidates
2. Assessment/evaluation process
3. Selection/Referral of Qualified Candidates
4. Experience and Credential verification process
5. Criminal and sex offender checks
6. Drug testing

C. Quality of Customer Service Provided

1. Response Time
2. Vendor Profile
3. EEOC
4. Seller References
5. Timesheet Retrieval and Pay Checks
6. Invoicing Process
7. Reporting

D. Quality of Service to the Temporary Employee

1. Benefits: medical
2. Benefits: vacation / holiday

Cost item units of measure found in Exhibit A are:

MARK-UP BILL RATE Percentage

This figure must be expressed as a formula factor or multiplier
Example: Base rate multiplied by the Mark-up Rate equals the total rate for the service.

PAYROLL BILL RATE Percentage

This figure must be expressed as a formula factor or multiplier
Example: Base rate multiplied by the Payroll Rate equals the total rate for the service.

Drug Testing-Cost per test (if not included in Mark-up percentage)

Criminal Background Checks- Cost per check

All proposals will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Mark up Rate	25	
Payroll Rate	15	
Criminal Background Checks	5	Detailed response to include all information requested
Drug Testing	5	A comprehensive testing program that complies with all statutory requirements

Interview Process	15	A detailed response to include all information requested to demonstrate best practices for identifying qualified candidates
Assessment	10	Detailed response to include all information requested
Selection	5	Detailed response to include all information requested
References	5	Detailed response to include all information requested
Vendor Profile	10	Detailed response to include all information requested
Benefits	5	

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

IX. RESPONDENT AND PROPOSAL REQUIREMENTS:

To be considered, interested Respondents should submit or address the following:

- A. One (1) unbound original and one (3) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or flash drive.
- B. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- C. Provide information for three (3) references including: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the service(s) provided by the Respondent.
- D. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- E. Proposals must be prepared simply, providing a straightforward concise description of Seller's capabilities and services that are available to both the temporary employee and to the City that will satisfy the requirements of this specification. Respondent shall address each criterion separately and in the order presented in this specification. Emphasis should be on completeness and clarity of content.
- F. Respondents shall respond to each line item in each category in the order listed in this CSP. Respondents will not receive credit in a category if they choose not to respond to every line item service in the category.

- G. Documentation must be provided to substantiate the service and /or the quality of the service for every line item. The documentation provided will be evaluated by the selection panel for the quality of each specific line item service.
- H. After the initial review of proposals, the Respondents appearing to best meet the needs of the City may be invited to make formal presentations of the services provided by their organization. After the presentations, the selection panel will re-evaluate the credit given for each category. The purpose of the presentations will be to evaluate and to verify the quality of the line item services.

VII. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

- 1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
- 2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
- 3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
- 4. The quality of performance by Respondent of previous contracts or services,
- 5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
- 6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
- 7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
- 8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
- 9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the proposal award,
- 10. The degree to which the proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,
- 11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.
- 12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
- 13. If an evaluation committee performs the evaluation, the recommendation of such committee.

VIII. MISCELLANEOUS:

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this CSP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this CSP. In addition to any terms and conditions included in this CSP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this CSP will be considered part of the Agreement if one is awarded to you.
- B.** All data included in this CSP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this CSP, including attending meetings or contract negotiations.
- G.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

- H.** The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I.** The City of Tulsa also notifies all Respondents that the City has the right to modify the CSP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

**AFFIDAVIT
NON-COLLUSION AND INTEREST**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Address: _____
Street City State Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name:

Title:

Date:

Exhibit A - Price Sheet Summary

To determine pay grade, job descriptions are found at:

www.cityoftulsa.org/government/departments/human-resources/employment/job-descriptions/

Item Number	PAY GRADE	Temp Pay Base	Percentage MARK-UP RATE	Percentage PAYROLL BILL RATE
1	LT-13	\$ 16.01		
2	LT-14	\$ 16.67		
3	LT-15	\$ 17.82		
4	LT-16	\$ 19.03		
5	LT-17	\$ 20.34		
6	LT-18	\$ 22.36		
7	LT-19	\$ 24.60		

For reference purposes, a list of current Labor and Trade Classifications with pay grades are included as Exhibit B.

Drug testing cost per test (if not included in the % mark-up): \$_____

Criminal Background Checks – Cost per check: \$_____

By Signing below the Proposer agrees to provide services at the costs specified in Exhibit A – Price Sheet Summary.

Proposer's Company Name_____

Authorized Signature Here ►_____

Printed Name:_____

Title:_____

Exhibit B – Current Labor and Trade Classifications

Job Class	Job Class Desc	Min Grade
<u>8539</u>	KENNEL MAINT WORKER	LT13
<u>8550</u>	WATER/WASTEWATER OP HELPER	LT13
<u>8506</u>	STOCK CLERK	LT14
<u>8519</u>	CUSTODIAL WORKER II	LT14
<u>8527</u>	AUTOMOTIVE SERVICER	LT14
<u>8532</u>	GARDENER I	LT14
<u>8535</u>	PARKS UTIL WRKR I	LT14
<u>8551</u>	WATER/WASTEWATER OP I	LT14
<u>8555</u>	PLANT MECHANIC APPRENTICE	LT15
<u>8559</u>	SS OPERATOR II	LT15
<u>5506</u>	LAKE PATROL OFFICER	LT16
<u>7539</u>	EQUIPMENT OPER II	LT16
<u>8508</u>	STOREKEEPER	LT16
<u>8509</u>	AUTOMOTIVE STOREKEPR	LT16
<u>8513</u>	TRAFFIC UTIL WRKR I	LT16
<u>8514</u>	MAINTENANCE MEC H I	LT16
<u>8515</u>	PAVEMENT MARK SIGN OPER I	LT16
<u>8518</u>	TREATMENT PLNT OP I	LT16
<u>8553</u>	WATER/WASTEWATER OP III INFRA	LT16
<u>8554</u>	WATER/WASTEWATER OP III TECH	LT16
<u>8556</u>	PLANT MECHANIC SENIOR APPR	LT16
<u>3542</u>	ANIMAL CTRL OFC II	LT17
<u>7509</u>	TRAFFIC UTIL WRKR II	LT17
<u>7510</u>	MAINTENANCE MECH II	LT17
<u>7520</u>	PLANT MECHANIC I	LT17
<u>7528</u>	CREW LEADER II	LT17
<u>7533</u>	GARDENER III	LT17
<u>7535</u>	PARKS UTILITY LEADER	LT17
<u>7538</u>	ELECTRICIAN APPR	LT17
<u>7540</u>	TREATMENT PLNT OP II	LT17
<u>7546</u>	WATER/WASTEWATER OP 4	LT17
<u>7549</u>	SS OPERATOR III	LT17
<u>7551</u>	FLEET TECH I	LT17
<u>8560</u>	CUSTODIAL WORKER III	LT17
<u>3541</u>	SR ANIMAL CTRL INV	LT18
<u>7503</u>	AUTO BODY REPAIRER	LT18
<u>7505</u>	CARPENTER II	LT18
<u>7506</u>	SIGN FABRICATOR II	LT18

<u>7507</u>	WELDER	LT18
<u>7508</u>	UTILITY SERV LDR II	LT18
<u>7511</u>	MAINTENANCE MECH III	LT18
<u>7516</u>	SMALL ENGINE MECH	LT18
<u>7517</u>	MECHANIC II	LT18
<u>7521</u>	PLANT MECHANIC II	LT18
<u>7525</u>	TREATMENT PLT OP III	LT18
<u>7529</u>	CREW LEADER III	LT18
<u>7534</u>	SR PARK UTILITY LDR	LT18
<u>7542</u>	TRAF SIGNAL TECH 1	LT18
<u>7544</u>	SR ELECTRICIAN APPR	LT18
<u>7547</u>	WATER/WASTEWATER OP 5	LT18
<u>7550</u>	SS OPERATOR IV	LT18
<u>7552</u>	FLEET TECH II	LT18
<u>7514</u>	PLUMBER	LT19
<u>7515</u>	MECH JOURNEYMAN	LT19
<u>7518</u>	MECHANIC III	LT19
<u>7519</u>	ELECTRICIAN II	LT19
<u>7522</u>	PLANT MECHANIC III	LT19
<u>7526</u>	TREATMENT PLNT OP IV	LT19
<u>7553</u>	FLEET TECH III	LT19
<u>7554</u>	TRAFSIGNAL PAVEMENT MARKING LD	LT19
<u>7557</u>	SS OPERATOR V	LT19

Note: Classifications may be added or modified. Please refer to the job description for the current pay grade.

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25

O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

PACKING LABEL

Top Left Corner of Label

FROM: Name
Respondent's legal name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:

CSP# TAC988B

CSP DESCRIPTION: Temporary Personnel Services – Labor & Trades

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the CSP number).
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the CSP.