

Request for

Competitive Sealed Proposal

CSP TAC988A-Temporary Personnel - Labor and Trades

NIGP Commodity Code(s):

962-69 Personnel Services, Temporary

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*™

Addendum #1

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

1. **Item number 2. Seller Size and Capabilities under C. Describe all customer services provided to the City in Section V. DELIVERABLES: has been changed to the following.** What staff and support would you dedicate to filling the needs of the City? How many W-2's did you generate during the previous two (2) years?
2. **Item N. under section VI. ADDITIONAL AGREEMENT PROVISIONS has been changed to the following.**
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 contract administrator and hiring supervisor if an employee is approaching the 1000 hour limit.
3. **EXHIBIT A has had the following reference added for clarification.**
Enter percentage only. Do not enter a calculated the ending rate.
Ending rate will be calculated by the formula - Rate multiplied by the sum of one plus the given Percentage. Example using a 10.00 Pay Rate and a 20% Mark-Up Rate: \$10.00 x 1.2 = (Ending Rate)

The following Questions and Answers section has been added for clarification.

1. SELLER SIZE AND CAPABILITIES: What staff and support would you dedicate to filling the needs of the City of Tulsa? How many W-2's did you generate in 2008 and 2009? What numbers would you like us to use?
Response: The reference was changed. How many W-2's did you generate during the previous two (2) years?
2. Exhibit A-Price Sheet Summary is asking for Percentage Payroll BILL RATE. Are you looking for the Bill Rate in \$\$ or the % in the column?
Response: A reference and example have been added as a footnote to the Price Sheet Summary.
3. Is this a single award or multiple award contract?
Response: If found to be in the City's best interest, awards may be made to more than one Seller.
4. What is the estimated budget (or budget limitation) for this contract?
Response: The City's use of these services is subject to available appropriations and the City's current needs.
5. What is the annual spend amount for last contract?
Response: The City's overall expenditures for temporary personnel services for the period ended June 30, 2017 were approximately \$2 mil.
6. Can you please provide the approximate spend for each job class covered by in last contract?
Response: see next
7. Can you let us know in total how many consultants placed under last contract?
Response: We do not have this expenditure data split out by type of position, plus the

positions covered by the current solicitations have changed since we last bid it making it impossible to answer precisely.

8. Is there any incumbent for this requirement? If yes, please share the details of the incumbent or vendor currently providing the same services along with last year's expenditure?

Response: See next

9. Could you please let us know current vendor providing the similar services along with last year expenditure.

Response: We have had agreements for various classifications of positions with both PeopleLink and Manpower Group, however, our classifications and the agreements have changed to such a degree that history does not present much information applicable to our current specifications. A reference containing two bid summaries titled "TemporaryPersonnel-BidReference" is available to download from the site listed below for either TAC985A or TAC988A.

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/current-bid-opportunities/>

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I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure services for the supply of labor and trades temporary personnel.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, October 18, 2017, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled **“CSP TAC988A-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, Terry O. Thomas, in order to receive updates, addenda or any additional information required. 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 **September 26, 2017**

**Terry O. Thomas, Senior Buyer
tthomas@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.

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.

III. SCOPE OF WORK:

- A. Seller shall provide temporary personnel services on a rate based cost structure.
 1. Mark-Up Rate
 2. Payrolling Rate
- B. Seller shall provide the following administrative services related to services of temporary personnel
 1. Structured Candidate Interviews
 2. Assessments/Evaluations
 3. Retrieval/Selection Process
 4. Credential Verification Process
 5. Criminal and Sex Offender Checks
 6. Reference Checks/Verification Of Information
 7. Drug Testing And Criminal Background Checks
- C. Seller shall provide the following customer services to the City
 1. Response Time
 2. Seller Size and Capabilities
 3. Attention to Affirmative Action Plan
 4. Seller References
 5. Peak Period and/or Special Projects Recruitment
 6. Timesheet Retrieval and Pay Checks
 7. Invoicing Process
 8. Reporting
 9. After Hours Services
- D. Seller shall provide the following services to temporary employees
 1. Benefits / Medical
 2. Benefits / Vacation-Holiday
 3. Training plans/services offered to temporaries
 4. Benefit Accrual Rollover

IV. TIME FRAME FOR REVIEW:

The evaluation and selection period may include interviews and demonstrations

that could extend our intended four (4) to five (5) week schedule.

V. DELIVERABLES:

A. Quantify cost of Temporary Personnel services listed in Attachment A

1. Mark-Up Rate

State the mark-up rate that you would charge to fill any vacancy in any pay grade. It is not necessary for you to figure your mark-up rate per pay grade or per classification. Show your proposed rate, e.g. 10%.

NOTE: EMPLOYEES MUST MEET MINIMUM REQUIREMENTS FOR POSITION AND CREDENTIALS MUST BE VERIFIED. THIS SERVICE IS INCLUDED IN THE PROPOSED RATE.

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. Please indicate what your payrolling rate would be.

NOTE: INDIVIDUALS REFERRED TO THE SELLER BY THE CITY OF TULSA WILL BE ELIGIBLE FOR SELLER BENEFITS. PAYROLLED EMPLOYEES MUST ALSO MEET THE MINIMUM REQUIREMENTS FOR THE POSITION IN WHICH THEY ARE HIRED.

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 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. 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? When requested, assessment results must be made available to the City.

3. Retrieval/Selection Process

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. Credential Verification Process

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

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.

6. **Reference Checks/Verification Of Information**

Reference checks must be completed. 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?

7. **Drug Testing And Criminal Background Checks**

Provide the dollar amount you would charge to provide each of these services. Indicate the timeframe it would take to provide these services. Please provide the specific process and types of drug testing and background checks these costs include. These costs should be itemized separate from each other and from the mark-up or payrolling costs.

These services are utilized on an "as need" basis at the discretion of the City.

C. Describe all customer services 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 back-up Seller for assistance in filling the temporary vacancy.

2. **Seller Size and Capabilities**

What staff and support would you dedicate to filling the needs of the City? How many W-2's did you generate during the previous two (2) years?

3. **Affirmative Action Plan**

The Seller must have a plan in place to attract and place quality minority and female candidates. Please provide a copy of your plan.

4. **Seller References**

Seller should provide references from (3) three organizations for whom the Seller filled at least ten (10) vacancies per month within the past 12 twelve months.

5. **Peak Period and/or Special Projects Recruitment**

The Seller must have a plan in place for volume recruiting. Provide three (3) instances where you have been creative and/or proactive in filling customer needs. What were your results? Documentation must be provided for past successful recruitment projects. Indicate the number of people recruited for each project, the skill sets represented by the recruited individuals and the companies that benefited from the recruitment efforts, including a contact person.

6. Timesheet Retrieval and Pay Checks

Temporary employees working at the City often are located at multiple worksites, spread out all throughout the city. The Seller must describe its plan for timesheet retrieval and a plan for delivering paychecks. The Seller must also describe the process it has for issuing paychecks for employees when timesheets are missed for normal processing.

7. 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 you put in place, that will sort invoices per request on each individual work-order.

8. 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:

Report must contain-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

A sample copy of the EXCEL reports the Seller will supply must be included with the bid. Prior to the award of the bid, the Seller must demonstrate its ability to e-mail the document to us.

9. After Hours Services

Some city departments may require temporary employees to work after normal business hours. What process do you have in place to address temporary services that are conducted after normal business hours?

10. Other Services

Describe other services the Seller can supply that would be of benefit to the City.

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. 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.

3. Training plans/services offered to temporaries

Describe the training plans/services available to your employees that would assist them in gaining additional job skills. Would the employees be able to utilize these services outside of normal working hours?

4. Benefit Accrual Rollover

Please describe in detail the practice you use to transfer accrued employee benefit eligibility hours if an agreement is awarded to your organization.

5. Other Benefits

Describe any other benefits offered to temporary employees, such as child care, stock options, bonus plans, etc.

VI. 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 existing classifications 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 invitation for bid, 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. 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 classification. It is the responsibility of the Seller to pay within stated guidelines. Any exception would need to be authorized in advance by the City's personnel director or designee.

- 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.
- H.** Any temporary employee who was previously terminated by the Temporary Agency must receive approval from the City's Personnel Director or designee in order to be considered for another temporary employment opportunity.
- I.** The Seller must notify the City's Temporary Personnel Services administrator by email the name of any temporary employee dismissed from service and the reason for the dismissal. This notification must occur within two days of the dismissal.
- J.** The City shall have the right to survey temporary employees in regard to 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 may be filled only at the beginning pay grade, e.g., Crew Worker I and Crew Worker II may only be filled at the Crew Worker 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 contract administrator and 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 a Maintenance or Crew Worker Helper 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 contract administrator and hiring supervisor 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 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 mailed or 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, 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. Please provide a statement that would reflect such EOE compliance.
- 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 recommendation.

VII. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- A. One (1) unbound original and one (1) bound copy 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 bid. 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 bids, 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.
- I. The selection committee may visit Respondent's site before the final selection is made.

VII. EVALUATION OF PROPOSALS:

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 Temporary Personnel Services Bid Selection Panel will be evaluating the bid on the following criterion:

- A. Cost of Services
 - 1) Mark-Up Rate
 - 2) Payrolling Rate
 - 3) Drug Testing
 - 4) Criminal Background Check Costs
- B. Quality of Administrative Support Service Provided
 - 1) Structural interviewing of candidates
 - 2) Assessment/evaluation process
 - 3) Retrieval/selection process
 - 4) Credential verification process
 - 5) Criminal and sex offender checks
 - 6) Reference checking process
- C. Quality of Customer Service Provided
 - 1) Response time
 - 2) Seller size and capabilities
 - 3) Affirmative Action Plan
 - 4) Three Seller references
 - 5) Peak period and /or special projects recruitment
 - 6) Time sheet retrieval and pay checks

- 7) Invoicing process
- 8) Monthly report
- 9) After hours services
- 10) Other services

D. Quality of Service to the Temporary Employee

- 1) Benefits: medical
- 2) Benefits: vacation / holiday
- 3) Training plans / services offered to temporaries
- 4) Benefit accrual rollover
- 5) Other benefits: childcare, stock options, bonus plan

Cost item units of measure 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

Criminal Background Checks- Cost per check

Attachment A, Scorecard, shows the categories and the maximum points to be assigned.

Evaluation Criteria Table

Criteria	Points Possible
Mark up Rate	25
Payroll Rate	15
Criminal Background Checks	5
Drug Testing	5
Interview Process	10
Assessment	6
Selection	6
References	5
Response Time	6
Vendor Profile	6
Location & Facility Appearance	4
Employee Training	4
Benefits - Medical	2
Benefits – Vacation & Holiday	2
Other benefits	2

Total points possible = 100 points

VIII. 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.

IX. MISCELLANEOUS:

- A.** Your response to this CSP request and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C.** 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.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal.

Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.

- E.** 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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

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

- F.** The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.
- G.** The primary objective of this CSP and the resultant agreements will be to maximize the quality and minimize the cost to the City for the services of temporary personnel. Cost is not the only factor which will be considered. The City is looking for the lowest secure bid meeting all specifications and providing the best service opportunities.
- H.** An agreement will likely be awarded to a Primary and a Back-Up Seller for each category (I,II,III) on the pricing pages. When a need for a temporary worker is identified, the Primary Seller will be given 48 hours to respond with the name and arrival time of a qualified person to fill that position. If the Primary Seller is not successful in filling the position in that time frame, the Back-Up Seller will be given the same chance to fill the position.
- I.** If a pattern of difficulty in filling a particular position, or type of position, develops with the Primary Seller, the City also reserves the right to move immediately to the Back-Up Seller to fill its needs. However, written notice will be given to the Primary in this case, with information on the reasons for the move, and the position(s) effected.
- J.** Each Seller fully understands and hereby agrees by the submission of its Bid that an agreement with the City will allow the City to audit the Seller's books and records relating to positions filled for the City, during the Seller's normal business hours. Audit shall be allowed within five days by the Seller and will be conducted within five days upon receipt of a written request from the City. All Sellers further agree to provide the City staff reasonable access to any administrative assistance that may be required for examination and audit of the Seller's books and records as relate to the contract resulting from this Bid.

INTEREST AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's 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: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

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 Respondents 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 Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
- 3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose 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 Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____

Signature

Title: _____

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

Notary Public
My Commission Expires: _____

Notary Commission Number: _____
County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

AFFIDAVIT OF CLAIMANT

STATE OF _____)

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

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: _____

Exhibit A -Price Sheet Summary

PAY GRADE	EXAMPLE of CLASSIFICATION <small>(if position is not listed below, look up job description on intranet and assign pay grade)</small>	PAY RATE	Percentage* MARK-UP RATE	Percentage* PAYROLL BILL RATE
LT-13	Maintenance Worker I Kennel Maintenance Worker Crew Helper	\$ 12.65		
LT-14	Crew Worker I / Stock Clerk Utility Service Worker I Gardener I / Automotive Servicicer	\$ 13.18		
LT-14 Meter Reader	METER READER ONLY	\$ 13.18		
LT-15	Plant Mechanic Helper	\$ 14.08		
LT-16	Automotive Storekeeper	\$ 15.04		
LT-16	Maintenance Mechanic I	\$ 15.04		
LT-17	Crew Leader I	\$ 16.07		
LT-17	Plant Mechanic I	\$ 16.07		
LT-18	Mechanic II	\$ 17.67		
LT-18	Auto Body Repairer	\$ 17.67		
LT-19	Journeyman Level	\$ 19.44		

* Enter percentage only. Do not enter a calculated the ending rate.

Ending rate will be calculated by the formula - Rate multiplied by the sum of one plus the given Percentage. Example using a 10.00 Pay Rate and a 20% Mark-Up Rate: \$10.00 x 1.2 = (Ending Rate)

Drug Testing - Cost Per Test: \$ _____

Criminal Background Checks – Cost Per Check: \$ _____

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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: _____

