

Date Issued: June 16, 2023

Bid No.: 23-023

The City of Decatur will accept sealed Request for Proposals (RFP) for the following material, equipment or services for City Departments

Description: Temporary Staffing Services

**A mandatory pre-request meeting will be held at 2:00pm on Tuesday, June 27<sup>th</sup> in the 7<sup>th</sup> floor conference room of Decatur City Hall.**

**RFPs must be received before 2:00pm on Thursday, July 6<sup>th</sup>, 2023.**

**Include 1 original and 3 copies of your RFP submission.**

**RFP opening will be held on 3<sup>rd</sup> floor, Purchasing Department, Decatur City Hall 402 Lee Street**

Return sealed RFPs to:

Regular Mail  
City of Decatur  
Purchasing Department  
P.O. Box 488  
Decatur, AL 35602

Courier  
City of Decatur  
Purchasing Department  
Third Floor  
402 Lee St., NE  
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this RFP.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Typed/Printed Authorized Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

PRICE SHEET

Opening Date: July 6<sup>th</sup>, 2023

Bid No.: 23-023

Opening Time: 2:00pm

Prices quoted in all RFPs for personal property or services shall be total delivered price.

- A bid bond **is not** required for this RFP.
- Delivery can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_ (Discounts will be considered in the RFP evaluation and will be taken without regard to date of payment.)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 60 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

**NOTE: FOR THIS RFP TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE RFP MAY BE DISQUALIFIED. RFP RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.**

**By signing this contract, \_\_\_\_\_ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Company

## STANDARD TERMS AND CONDITIONS

**IN ORDER TO SUBMIT A RESPONSIVE RFP, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.**

RFP response envelopes shall be properly identified on the front with the invitation to RFP number, opening date and time. Each individual RFP shall be submitted in a separate sealed envelope. Multiple RFP responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late RFP responses that occur due to the U.S. Postal Service or private courier service.

RFP responses and signature page must be submitted on this form in ink or typewritten or the RFP will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the RFP.

RFP responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of RFPs.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

**Non Appropriation of Funds:** Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this RFP and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

**Descriptive Literature:** Reference to brand names and numbers is not restrictive, unless otherwise specified. RFPs on equivalent items meeting the standards of quality indicated will be considered, providing the RFP clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the RFP or the Purchasing Agent may reject the RFP for that item. Reference to literature submitted with a previous RFP, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this RFP when the best interest of the City is involved. The City reserves the right to award this RFP to a single vendor or multiple vendors when in the best interest of the City.

The City of Decatur reserves the right to seek clarification of RFP responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman’s Compensation Acts and from claims for damage and or personal injury, including

death, which may arise from the operation and/or fulfillment of the resulting contract of this RFP. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted RFPs when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this RFP for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

An electronic version of this RFP is available on the City's website at [www.decaturalabamausa.com](http://www.decaturalabamausa.com) or by emailing [purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov). In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your RFP response package.

The hard copy of the invitation to RFP on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the RFP could be considered grounds for rejection of the RFP response.

Exclusion of the electronic files in a RFP response is not a basis for rejection.

**A RFP RESPONSE MAY BE REJECTED IF:**

- RFPs improperly submitted or identified
- RFP not signed or not original signature
- Requested information, or documentation not submitted with RFP
- Failure to acknowledge receipt of addendum with RFP
- Material alteration of the master document
- RFP number not on face of envelope
- Received late
- RFP response not on original form
- RFP not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

### **E-VERIFY AFFIDAVIT**

I am the applicant listed above. In my capacity as \_\_\_\_\_ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law. The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

\_\_\_\_\_  
E-verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## REQUEST FOR PROPOSALS #23-023

The City of Decatur utilizes a staffing service to manage part-time and temporary employees as needed. State law requires contracts which have been in place three years to be rebid when applicable. The successful bidder will provide part-time and temporary employment services for the city for one year with the option to renew the agreement for two subsequent years provided there is no change to the terms offered and the City determines that services have been satisfactory and the continuation of the contract is in the best interest of the City. Therefore, the City of Decatur requests responses to this Request of Proposals (RFP).

Successful vendor will provide qualified, competent temporary or seasonal part-time personnel to the City of Decatur as follows:

- Actively recruit and provide temporary personnel to work standard hours (i.e. 8am-5pm, Monday through Friday).
- Actively recruit and provide seasonal part-time personnel to work non-standard hours in support of the City of Decatur's recreational services.
- Overtime is discouraged, but may be authorized at the discretion of the requesting department. (Seasonal part-time personnel placed to support the City of Decatur's recreational services shall be exempt from over-time (see FLSA's Section 13(a)(3).)
  - In the event overtime is authorized, overtime compensation will be paid by the City of Decatur when temporary personnel exceeds forty (40) hours worked per week. Vacation, holiday, or sick leave hours may not be considered hours worked for the purposes of overtime calculations.
  - Where City of Decatur offices are closed for Holiday or other reason, said hours are not considered compensable by the City of Decatur unless otherwise authorized by the Human Resources Director.
- Actively recruit and provide temporary personnel meeting at least the minimum qualifications for the specified duties to be provided to the City of Decatur. Successful vendor will be informed of the specific duties, length of assignment, and any specific skills or abilities required. Length of assignment may not exceed six (6) consecutive months without authorization by the Human Resources Director.
- Provide temporary personnel eligible to work in the United States who possess the necessary documentation from the Immigration and Naturalization Service.
- Provide temporary personnel who possess a valid and current driver's license where driving is part of the task requirements.
- Provide upon request evidence of E-Verify, background screening, and drug testing results to ensure compliance with City of Decatur pre-employment requirements.

- The Provider will be responsible for recruitment of qualified candidates. Provided the bidder is unable to recruit acceptable candidates after acceptance of the proposal, individuals referred by the City of Decatur shall be potential employees of the successful bidder and must be approved by the Human Resources Director.
- All staff of the successful bidder utilized by the City of Decatur shall be employees of the successful bidder. All costs, payroll tax obligations, and liability including worker's compensation, shall be the responsibility of the successful bidder. No other costs shall be paid by the City of Decatur other than the gross wage rate plus the percentage above gross wage rates.
- Bidders should quote services as a percentage above gross wage rate. The percentage above gross wage shall include all costs incurred by the successful vendor, including but not limited to recruitment advertising, drug testing, background checks, insurance, employee benefits, vacation, and holiday pay.
- Drug testing shall be required for all employee. The successful vendor is expected to operate in good faith when placing employees on assignment with the City, and may be required to provide evidence of pre-employment drug testing results.
- Bidder will be all costs of appropriate background checks which shall be conducted for the position being filled including Criminal, Driving/Motor Vehicle, Credit Check, and listing on the Sex Offender Registry. Successful vendor shall provide proof of success screening(s) upon request by the Human Resources Director of the City of Decatur.
- The successful vendor shall provide monthly reports to the City of Decatur Human Resources Director by no later than the 15<sup>th</sup> of the month following month (i.e. staffing report for June is due by July 15). At a minimum, the reports shall present details on staff used, department they were assigned to, job classification for assignment, the vendor's reported Alabama Worker's Compensation Risk Code for said classification, the base hourly rate paid to the employee and cost billed to the City.
- The successful vendor shall have an office located within the city limits of Decatur, Alabama and must possess a valid business license for doing business in the City of Decatur. The office should be adequately staffed during normal business hours, Monday through Friday, in order to accommodate the staffing needs of the City.

Additionally, for a proposal to be considered responsive, all of the standard terms and conditions and the following shall be included:

- Cover Sheet - The proposal must contain a cover sheet that contains the following: service provider name, name of service provider representative, address, email address, website address, telephone number, facsimile number, date and signature.
  - Overview - An overview should include the service provider's overall qualifications to fulfill the qualifications of this RFP. This should include your corporate profile as well as your most recent audited financial report, and placement specialist(s) qualifications as related to providing staffing support for city operations
  - A description of your recruitment efforts to be utilized to obtain qualified staff, specifically from within the Decatur Metropolitan Area.
  - List the name or names of the account manager(s) to be assigned to the City of Decatur.
  - Pricing – Pricing information included with the proposal must breakdown into elements that are clearly defined in the services being proposed. If you wish to propose additional services or an alternate approach to what is being requested, please provide those as a separate page(s) that are clearly identified as “Alternate” or “Additional Services.”
  - Customer References – The service provider must provide at least three (3) references for customers of a similar size as the City for which the service provider has performed similar tasks within the past five (5) years.
  - A schedule of all employee benefits offered and current costs to employees for each benefit.
  - Service providers should include a copy of their Employee Handbook, ADA Policy, Equal Employment Policy, Sexual Harassment Policy, the policy for when employees are injured on the job and any policies on benefits the temporary employee are offered by the service provider. The service provider must also provide terms for temporary employees' vacation and sick leave.
  - The service provider must provide a list of holidays that would be covered, if applicable. The City observes ten (10) holidays during a calendar year for which temporary employees will not be paid by the City.
  - A detailed description of vacation days, and sick days
- The City will not pay the service provider for temporary employees who work one (1) day or less for the City unless an assignment for one (1) day or less is specified when the order for a temporary employee is placed.
  - As an Equal Opportunity Employer and in compliance with the Americans with Disabilities Act (ADA), the City may provide reasonable accommodations to permit a qualified temporary employee with a disability to enjoy the privileges of temporary employment equal to those temporary employees without a disability. Disabled temporary employees must satisfy job requirements for education background, employment experience, skills and any other qualification standards including pre-employment that are job related and must be able to perform the essential functions of the job with or without reasonable accommodation.
  - Work hours will vary dependent upon position and need.
  - During the term of the contract, the City may request positions be added or deleted as needs change.



Proposals will primarily be evaluated on price with consideration to other significant factors relating to your ability to effectively execute the service. The City of Decatur reserves the right to award this RFP using an evaluation committee and seek clarification of RFP submissions.

Note: By submitting this proposal, we assert that all employees directly providing services to a contract issued as a result of this proposal are legally entitled to work in the US and will provide documents supporting the verification process upon request.

QUOTATION:

- Company Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City, State, ZIP: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Quoted by: \_\_\_\_\_

Temporary staffing services are offered to the City of Decatur for a fee in the amount of:

\_\_\_\_\_ % over employee gross wage.

**If you have questions concerning the RFP submission requirements, please call the Purchasing Department 256-341-4521 or email [purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov).**

**If you have questions concerning the specifications of this RFP contact Richelle Sandlin at 256-341-4891 or email [rsandlin@decatur-al.gov](mailto:rsandlin@decatur-al.gov).**