



CITY OF CARROLLTON
GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR
TEMPORARY SERVICES
REQUEST FOR PROPOSAL
RFP# 19-035
CLOSING DATE:
MONDAY, JULY 22, 2019
11:30 AM

NOTICE TO BIDDERS

Request for Proposals will be received by the city of Carrollton, Carrollton, Texas, at the office of Patty Helms, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email (see page #6), provided a digital signature is included** until the hour **11:30 am on the 22nd day of July, 2019**; at which time proposals duly delivered and submitted will be considered for supplying the following:

TEMPORARY SERVICES

REQUEST FOR PROPOSAL # 19-035

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Manager before the advertised date and hour for opening of the request for proposal. If mail is delayed by the postal service, courier service, and an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened. As a reminder, City of Carrollton operating hours are: 7:30 AM- 5:30 PM, Monday- Thursday, and 7:30 AM- 11:30 AM on Friday.

Information concerning the specifications may be obtained by calling Adrian Perez, 972-466-4917, or via email Adrian.perez@cityofcarrollton.com . Information concerning the proposal process may be obtained by calling and or emailing the Purchasing Department at 972-466-3133, purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

City of Carrollton, Texas



Patty Helms, Purchasing Manager

Publication Dates: Sunday, July 7, 2019 & Sunday, July 14, 2019

Closing Date: Monday, July 22, 2019 @ 11:30 AM

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PART I

GENERAL CONDITIONS

PART I
GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing.

1.2 ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.3 ASSIGNMENT OF REQUEST FOR PROPOSALS

The successful proposer may not assign their rights and duties under an award without the written consent of the City’s Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.4 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After Request for Proposals are opened and publicly read, the proposals will be tabulated for comparison on the basis of the Request for Proposal prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise for new RFP’s, or proposed to do the work otherwise in the best interests of the City.

The following items will be based on the following criteria:

- **Price****40%**
- **Mark-ups**..... **40%**
- **References/Reputation** **20%**

1.5 REQUEST FOR PROPOSAL SUBMISSION

Request for Proposals may be submitted in person, electronically, or by mail.

- Submit request for proposals via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a request for proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Request for Proposals will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Request for Proposals must be marked on the outside of the packaging, “**RFP 19-035 TEMPORARY SERVICES**”
- Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding vendor will be identified. No other information will be provided. The responding vendors will be listed on the bid website with 24 hours.
- Firms interested in this project shall submit **(2) two copies** of the above requested information no later than **Monday, July 22, 2019 @ 11:30 AM** to the address and contact person listed on page #2.
- To submit a Request for Proposal electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the Request for Proposal may be sent electronically and the proposal to bidders form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.
- **Submit Request for Proposals via email to bids@cityofcarrollton.com**
- Request for Proposals will not be accepted without a signature.

1.6 BRAND NAMES

If items for which proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bidders offering “equal” products will be considered for award if such products are clearly identified in the proposal and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their proposal that they are offering an “equal product”, their proposal shall be considered as offering a brand name product referenced in the Proposal Schedule/Pricing Sheet.

1.7 CANCELLATION OF REQUEST FOR PROPOSALS

Request for Proposals may be cancelled with **60** days written notice with good cause as determined by the City.

1.8 CHANGES OR ALTERATIONS

No part of this proposal may be changed or altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. Changes made without submission of a written request to this proposal will result in disqualification.

1.9 COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City's option.

1.10 CONTRACT CLAUSE

All bidders understand and agree that the vendor's proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.11 DEFAULT

In case of default of the successful bidder, the City may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

1.12 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.13 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each Request for Proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work hereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.14 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.15 INSURANCE

Deductibles, of any type, are the responsibility of the Vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a

minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

1.16 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City strives to be environmentally friendly in all aspects; including but limited to products and supplies used, equipment and procedures. The City supports recycling. Contractor should supply and use environmentally friendly products unless none are available. Contractor shall notify City in writing prior to using any non-environmentally product is used. The City will determine the acceptability of the materials/product.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City. As such, the City has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this Request for Proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.17 PAYMENT TERMS & CONDITIONS

All Requests for Proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for Proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. No partial payment will be made.

Payment will not be made by the City until the vendor has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.18 PROVISIONAL CLAUSES

The City will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

1.19 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all Requests for Proposals or to waive technicalities at its option when in the best interests of said City.

Requests for Proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all Requests for Proposals, and all Request for Proposals submitted are subject to this reservation. Requests for Proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for Proposals received after the time limit for receiving Request for Proposals as stated in the advertisement.
- Request for Proposals containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- The bidder being interested in any litigation against the City.
- The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.20 REQUEST FOR NON-CONSIDERATION

Request for Proposals deposited with the City cannot be withdrawn prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening proposals. After other proposals are opened and publicly read, the proposal for which non-consideration is properly requested may be returned unopened. The Request for Proposal may not be withdrawn after the proposal have been opened, and the bidder, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake committed by the Bidder.

1.21 SALES TAX

The total for each Request for Proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each Request for Proposal. The City cannot determine for the bidder whether or not the proposal is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the proposals are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

SCOPE OF WORK

The purpose and intention of this Request for Proposal is for the purpose of receiving written proposals on an hourly rate for Temporary Personnel Service.

TEMPORARY PERSONNEL SERVICE OPERATING PROCEDURES

- An employee within the City of Carrollton Workforce Services/Human Resources department will call the temporary agency to place an order stating the position, typical duties, person and department the temporary will report to, starting time, date, and length of employment. **At this time, the agency must verify the rate for the position ordered.**
- Temporary agency must make contact with the City of Carrollton Workforce Services/Human Resources Department within a maximum of **one hour**, and supply a temporary worker within a maximum of three hours. Agency must either, at the time a temporary is ordered or prior to the three-hour time limit, supply the name of the temporary to the Department of Workforce Services/Human Resources. In addition, the agency shall inform the temporary of the department in which he/she will be located.
- All contact regarding temporary services must be made with the Department of Workforce Services/Human Resources and not with the departments requesting the temporaries.
- The Public Works and Parks Maintenance Departments have permission to contact the temporary agency directly due to the immediate nature of their temporary assignment needs. However, the temporary agency is still responsible for sending a background acknowledgement each time a temporary employee is placed and these assignments must also be included in the monthly report sent to Workforce Services.
- When supplying a temporary, the agency must ensure the following:
 - One temporary per order unless the time period is extended by the department requesting a temporary. Whenever this change is made, the agency must supply Workforce Services/Human Resources with the name of the replacement.
 - Once a temporary is assigned to a department, the temporary is expected to work the full assignment unless the temporary or supervisor is dissatisfied with the assignment. Temporaries are not to be reassigned by the agency.

- Assigned temporaries must meet position specifications as set forth in the Annual Price Agreement for Temporary Services. The City reserves the right to request another temporary if the first does not meet performance standards.
- All temporaries are expected to report to work on time and dress appropriately for public contact.
- In the event the primary awardee is unable to provide the requested temporary within the specified one hour time period and the City is forced to go to the next provider, **the primary vendor will pay the resulting difference in cost. This is subject to negotiation prior to contract being finalized.**
- In the event the secondary awardee is unable to provide the requested temporary within the specified one hour time period and the City is forced to go to the next provider, **the secondary vendor will pay the resulting difference in cost. This is subject to negotiation prior to contract being finalized.**
- The agency shall attach time sheets to the invoices. To expedite invoice payments, the agency shall indicate the department/division in which the temporary worked (i.e. Environmental Health, Library, Water, Streets, etc.) on the attached time sheets. Individual temporaries shall be placed on separate invoices.

ADDITIONAL SPECIFICATIONS AND SPECIAL CONDITIONS

1. Awardees will comply with all State, Federal, and local laws (including the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees. City shall make no payments to individual workers.
2. **It is the responsibility of the temporary service provider to conduct pre-employment checks with the same standards as set by the City of Carrollton including but not limited to nationwide and county specific criminal history checks, credit checks, motor vehicle checks, etc. prior to sending someone on assignment to work for the City of Carrollton.** Prior to placing a candidate (and/or during placement), the City of Carrollton has the right to review the outcome of the pre-employment checks to ensure candidates meet or exceed employment standards. Each time a temporary employee is placed, a background check must be completed, even if the temporary employee previously worked for the city on a different assignment. A signed acknowledgement stating the type of pre-employment check(s) and clearance confirmation must be sent to the Workforce Services Department prior to placing a candidate. All acknowledgements must be sent to adrian.perez@cityofcarrollton.com with a copy sent to Jessica Salazar at jessica.salazar@cityofcarrollton.com and Tara Dickson at tara.dickson@cityofcarrollton.com.
3. Light Industrial and Maintenance related workers are often hired for seasonal work and often immediately inquire about permanent employment with the City. In an effort to fill seasonal positions more quickly **the City reserves the right to hire on Light Industrial and Maintenance temporary staff directly after 360 total hours worked without an additional cost/fee to the City.**
4. A monthly report must be submitted to Samantha Dean in Workforce Services detailing all activity with the city. Reports must be submitted the first week of each month for the prior month's activity. The report must include: temporary's name, department/division assigned, requestor's name, position class, total number of hours worked, total cost, date placed and date assignment ended.
5. The City has the right to control the details of the temporary employees' work while assigned to the City.
6. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle history check and a drug test before placing the temporary in the work environment.

7. The City of Carrollton estimates a total of 5,000 hours of temporary services are needed for the one-year period of this price agreement. It is specifically understood and agreed that these hours are approximate and any increased hours will be paid for at the quoted hourly rate. It is further understood that the supplier shall not have any claim against the City of Carrollton for hours less than the estimated amount.
8. This quote will be awarded by category or in a manner that is the most advantageous to the city.
9. The attached list of position specifications is the different types of personnel which may be needed by the City of Carrollton. Please use this form for quoting hourly rates for each description.
10. Award criteria shall be based on the lowest weighted average rate for Category III which represents the most heavily used positions. Categories I and II will be awarded based on the lowest average weight. A maximum response time of one (1) hour; the ability and quality of testing and training; and worker's compensation and liability coverage will also be factors considered in the award. A primary and secondary agency will be designated. A third agency will be awarded if needed. In the event that the primary agency cannot respond in one (1) hour, the City will move to the secondary agency for back-up coverage. If the secondary agency cannot meet the response time, the City will contact the third agency for back-up coverage.
11. Hourly rates proposed shall be firm for one (1) year from award date and shall be binding if agency is selected for primary, secondary or third provider. This price agreement contains an option to renew for two (2) additional - one (1) year periods, under the same terms and conditions provided both parties are in agreement.
12. Please list at least 2 references, preferably municipalities that you are currently doing business with in Texas. Include the following: Government name, Address, phone number, and contact person. (Please use the sheet titled Reference.
13. Please submit a draft of contract services to include:
 - a. Description of agency and services provided;
 - b. Applicant/employee testing conducted by agency;
 - c. Employee training conducted by agency;
 - d. Statement about worker's compensation and liability insurance coverage.
 - e. Statement on the extent of employee background checks.

14. If the primary awardee fails to meet the requirements of the quote specification and the City of Carrollton Temporary Personnel Service Operating Procedures (see attached page), the Annual Price Agreement for Temporary Services may be canceled upon 30 days written notice. The secondary awardee will then be designated as primary awardee and the third awardee will be designated as secondary awardee.
15. All awardees will receive written notice of the award, which will include the agreed upon rate for each job description, a copy of the Temporary Personnel Services Specifications and a copy of the Temporary Personnel Service Operating Procedures.
16. All pages of this quote must be submitted/included with your returned response.
17. The city of Carrollton reserves the right to cancel this agreement upon thirty- (30) days written notice with good cause.
18. The city of Carrollton reserves the right to make a Request for Proposal award to either one vendor who's bid is the best value for the city, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.
19. Vendor must submit proof of insurance (by means of the attached insurance requirement affidavit) which meets or exceeds the limits stated within the proposal documents.
20. The Pricing Sheet must submitted electronically and must be in Excel format only. Failure to do so may result in rejection of your RFP. bids@cityofcarrollton.com.
21. Request for Proposals must be submitted electronically only. bids@cityofcarrollton.com an electronically signature is required.
22. An RFP format allows for price negotiations after the bid opening, so Carrollton has chosen this format as a way of protecting vendors against future price increases. We have also built into this RFP the ability to increase or decrease prices based on market conditions and verification. Both are listed below.
23. Pricing must remain unchanged during the initial contract term. Any increases during a renewal period must provide proof of increase in commodity and must be agreed upon by both the vendor and the city.
24. If your company is a HUB vendor, please provide a copy of your HUB vendor certification certificate.

TEMPORARY SERVICES POSITION SPECIFICATIONS

CATEGORY I: CLERICAL/SECRETARIAL

These positions will make up 40% of the total price weighted average.

1. ADMINISTRATIVE ASSISTANT

Ability to perform a variety of office tasks such as answering a multi-phone line (4-8 lines); answers questions according to established guidelines; routes calls/visitors to appropriate source; types and proofreads reports and other correspondence on typewriters or on a word processor/computer; composes correspondence and memos; opens and distributes mail; files/retrieves documents; may schedule appointments and make travel arrangements. Must have knowledge of general office practices/procedures and equipment such as computer, typewriter, copying machine, adding machine, etc. Typing/data entry speed of 60 wpm. Prefer experience on equipment and software specified (basic knowledge and skills - not advanced).

2. ADMINISTRATIVE SPECIALIST

Same skills as Administrative Assistant with ability to interface with Executives and handle confidential matters. Typing/data entry speed of 70 wpm and some statistical typing. Prefer experience on equipment and software specified (advanced knowledge and skills).

3. GENERAL CLERK I

Ability to process information from one or several sources according to established guidelines; compiles, inputs, sorts and files data; performs simple, routine clerical duties; answers general inquiries; routes calls/visitors to appropriate source. Must have knowledge of general office practices and procedures and ability to operate general office equipment such as typewriter, computer, adding machine, copying machine, etc. Typing/data entry speed of 40 wpm. Must have knowledge of specified software (basic knowledge and skill - not advanced).

CATEGORY II: ACCOUNTING/PAYROLL

These positions will make up 20% of the total price weighted average.

4. ACCOUNTING CLERK

Performs calculations such as addition, subtractions, percentages; uses 10 key by touch and light detail accounting. Must have the ability to handle money and be familiar with banking procedures. Skill in reading computer readouts and conduct basic research. Ability to perform simple journal entries.

5. SENIOR ACCOUNTING CLERK

Same skills as Accounting Clerk. Working experience in accounting, some typing and answering inquiries required. Knowledge of accounting principles. Ability to perform complex journal entries.

6. PAYROLL CLERK/COORDINATOR

Skilled in performing professional payroll activities ensuring employees are paid, payroll taxes are calculated, deductions are processed and reporting is completed. Ability to prepare monthly, quarterly, and annual reports as well as custom reports.

CATEGORY III: OPERATIONS

These positions will make up 40% of the total price weighted average.

Temporary staff placed for assignment in this category must be provided gloves, safety goggles, a safety vest and a name badge or “STAFF” t-shirt issued by the temporary agency prior to sending them out for assignment with the City of Carrollton.

7. LIGHT INDUSTRIAL

Loading/unloading trucks, shipping and receiving, forklift, pulling orders, truck driving. Additional duties may include operating a computer for inventory control and accessing warehouse information and material, which requires general knowledge of a computer.

8. MAINTENANCE WORKER

Painting, light maintenance, janitorial, carpentry, service technician. Lawn maintenance/mowing, upkeep of shrubbery and flower beds, ditch digging, and general clean up/trash removal.

9. LABORER

Loading sanitation/brush trucks, lifting trash and recycle items weighing up to 45 lb. Responsible for picking up brush and general clean up.

Preference will be given to individuals who can meet the flexible schedule necessary

PLEASE SEE ATTACHMENT 1 –

RFP 19-035 – TEMPORARY SERVICES PRICING SHEET

**THIS FORM MUST BE SUBMITTED ELECTRONICALLY AND IN EXCEL
FORMAT ONLY, FAILURE TO DO SO MAY RESULT IN REJECTION OF
YOUR RFP.**

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

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All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the Request for Proposal and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, the City shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs. The City will not tolerate such discrimination in the furtherance of any services provided for the City.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this proposal, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of proposal award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

PROPOSAL OF BIDDERS

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Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your Request for Proposal response and provide details of such business.

In addition, the Vendor who wins a Request for Proposal award must guarantee that they will not employ a subcontractor in the performance of the proposal award who falls under either law. Submission of a Request for Proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will not contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the proposal award.

SIGNATURE: _____

PROPOSAL OF BIDDERS

Page 3 of 3

**TEMPORARY SERVICES
RFP# 19-035**

Respectfully Submitted,

***PLEASE PROVIDE A COPY OF YOUR
COMPANY'S W-9***

SIGNATURE

DATE

PRINTED NAME

TITLE

COMPANY NAME

CONTACT PERSON (Must have knowledge of Proposal)

BILLING ADDRESS

STREET

CITY

STATE

ZIP

MAILING ADDRESS

STREET

CITY

STATE

ZIP

PHONE NUMBER (metro/toll free)

FAX NUMBER

E-MAIL ADDRESS

HUB Vendor Status YES **(attach certification)** **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who's company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas proposal statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO REPSONSE: If response is not received in the form of a "NO BID" or "No RESPONSE" bidder will be removed from proposal list. Please give a specific reason as to why you are unable to quote, i.e.: we do not sell the required product/service.

No Bids/Responses may be faxed to: 972-389-9557 _____

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT. (The purpose of this form is to insure that the vendor can provide the insurance requirements for this contract if chosen and approved by City Council.)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the Vendor identified below. If the Vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this proposal.

Agent Signature

Printed Name

Name of Insurance Carrier

Address of Agency

City

State

Zip

Phone #

Fax #

Email Address

Vendor / Contractor Name

Acknowledgement

Subscribed and Sworn before me by the above named _____

On this _____ day of _____, 2019.

(seal)

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this Vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact, City of Carrollton Purchasing at 972-466-3115.

Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Purchasing Division
City of Carrollton
P. O. Box 110535
Carrollton, Texas 75011-0535

REFERENCES

Please list at least two references of governments, individuals or companies that have used your services:

1. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

2. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

3. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

4. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

5. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your proposal if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this proposal to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your proposal.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your proposal. In addition to the foregoing, after the submission of a proposal a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once proposal evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY