



REQUEST FOR PROPOSALS (RFP) No. P19005

Temporary Staffing Services

DATE: February 14, 2019

CONTACT NAME: All questions shall be sent via e-mail to: procurement@hacc.org or call (361) 889-3373.

One (1) original and one (1) copy of the Proposal Responses in a seal envelope are due no later than **Wednesday, February 27, 2019 at 2:00 p.m.** Deliver or hand carry to the Corpus Christi Housing Authority, 3701 Ayers, Corpus Christi, TX 78415 (Front Window)

NOTES TO ALL CONTRACTORS:

1. The term is for one initial year with options to extend for four additional one-year periods.
2. The Agency is establishing a pool of qualified service providers. Award may be to some or all responding vendors.
3. Last year, the Agency spent approximately \$300,000 for Temporary Staffing Services.
4. Enter pricing on Page 11 as a percentage (%) over Agency rate.

Brian Bray, C.P.M.
Vice-President of Procurement

Signature and submission of this Proposal shall serve as evidence that the Contractor understands and agrees to all provisions and conditions contained herein.

Company Name

Printed Name and Title of Authorized Representative

Signature

Address

Phone Number

E-Mail Address

Date

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- 1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is soliciting pricing for Temporary Staffing Services at various locations throughout Corpus Christi, TX. Requests for Temporary Staffing Services will be on an as needed basis throughout the year. The purpose of this proposal is to qualify and award to a pool of vendors meeting all requirements set forth in this solicitation. The Agency will determine qualified vendor(s) and reserves the right to use any qualified vendor in the pool.
- 3.0 Offer’s Experience:** Offerors must complete the following information and return as part of the RFP response. Offerors must provide a list of similar accounts for the last 5 years using the following **SAMPLE** format:

Client Name, Description & Location	Contact Name/Phone Number/Email	Annual Contract Amount	Dates of Service
ABC Housing Authority Temporary Staffing Services Somewhere, USA	Name Phone Email	\$200,000	January 1, 2014 – December 31, 2015; or January 1, 2015 - present

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4.0 CONTRACT AWARD.

- 4.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
- 4.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or by reference. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 4.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
- 4.2.1 Contract Form.** The Agency will not execute a contract on the successful proposer's form-contracts will only be executed on the Agency form and by submitting a proposal the successful proposer agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary).
- 4.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 4.2.3 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 4.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
- 4.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 4.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be

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required of any Contractor that has employees other than just the owner working on-site to provide the services);

4.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

4.4.3 Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

4.4.4 City/County/State Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Corpus Christi, Nueces County, and/or the State of Texas.

4.5 Right to Negotiate Final Fees and Additional Services. The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer. Any additional services under award of this RFP shall be negotiated by the Agency and proposer.

4.6 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

4.7 Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the Agency within (ten) 10 work days of notification by the Agency.

5 Billing:

5.1 Send invoices with back documents to:

**Corpus Christi Housing Authority
Attn: Accounts Payable
3701 Ayers
Corpus Christi, TX 78362
accounts.payble@hacc.org**

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SECTION 1 – General Information

1. Name of Firm: _____
Address of Principle Office: _____
Phone: _____ Fax: _____
Form of Business Organization: _____
Responsible Contact Personnel:
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims and suits (If the answer to any of the questions below is yes, please attach details).

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Included Notices and Disclosures

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal.

(2) Resident Participation Preference. Are you claiming a Resident Participation Preference? Yes No If "YES," provide all documentation verifying 51% or greater ownership in business or Resident currently employed.

(3) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(4) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The proposer certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(7) Proposer's Statement. The proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider to make award or to terminate any award.

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**SCOPE OF WORK
Temporary Staffing Services**

1.0 General Overview of Services:

- 1.1 The HA, on an as-needed basis, periodically has need to retain temporary employees in a variety of disciplines (please see Attachment I, though the HA reserves the right to add to this listing at any time during the ensuing contract period(s)). The HA anticipates that, as a result of award of this RFP, the HA will retain a firm to:
 - 1.1.1 Coordinate the recruitment and placement of such temporary employees (though the HA may choose to refer preferred candidates to the firm for any such retention); and
 - 1.1.2 During the term of the contract, coordinate the administration and payment of such temporary employees (the HA will set the rate of pay for each such temporary employee).
 - 1.1.3 As compensation for providing these services, the successful proposer will charge the HA a “bill rate” computed as a set markup percentage of each such “rate of pay” set by the HA.
 - 1.1.3.1 The HA will not be charged for the hours worked if, within the first four hours of the assignment the HA requests the employee to be replaced.
- 1.2 The temporary employees shall be competent, qualified, vetted and capable of performing the necessary tasks generally associated with the job classification types.
- 1.3 The contractor should have the capability to fill requests for temporary employees within eight working hours.
- 1.4 The HA must authorize overtime (more than 40 hours per week) prior to the temporary employee working overtime hours.
 - 1.4.1 Contractor is liable for all compensation due to the temporary employees, whether at straight or overtime rates.
- 1.5 The contractor shall ensure that temporary employees have the following:
 - 1.5.1 Legally eligible to work anywhere in the United States.
 - 1.5.2 Possess a valid driver’s license (as required by job classification).

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- 1.5.3 Have the necessary education, license, certification and work history to perform work assignment.
- 1.5.4 Ability to communicate (speak, read and write) in English. The ability to speak Spanish maybe required for some job classifications.
- 1.5.5 Have a cooperative personality and possess the ability to communicate tactfully with others.
- 1.5.6 Have proper telephone etiquette as required by the position assigned.
- 1.5.7 Wear appropriate business or work working attire as required by the HA (listed below).
 - 1.5.7.1 Maintenance personnel - Long trousers, collared shirt or "T" shirt. Shirts must be unbranded and contain no pictures or writings of any sort. Footwear must be work boots or sturdy shoes.
 - 1.5.7.2 Administrative and Professional Personnel - Business Casual Attire
 - 1.5.7.2.1 Men: khakis, chinos, dress slacks. Collared oxford and knit golf shirts. Closed toe dress or casual dress shoes. No sneakers, no flip flops of any kind.
 - 1.5.7.2.2 Women: Ankle length pants, pantsuits and tailored separates such as skirts, slacks, blouses, sweaters, sweater sets, and jackets. No capris style pants, no sneakers, no flip flops of any kind.
 - 1.5.7.3 Temporary Recreation Leaders - May be required to wear sports attire for certain occasions. This will be discussed with them when needed.
 - 1.5.7.4 General Notes on acceptable work attire:
 - 1.5.7.4.1 Excessive revealing clothing of any kind is not permitted. Specifically, excessive revealing of the back, chest, cleavage, feet, stomach or undergarments is unacceptable.

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1.5.7.4.2 Torn, dirty or frayed clothing is unacceptable. All seams must be finished.

1.5.7.4.3 Any clothing that has words, terms or pictures that may be offensive to other employees is unacceptable. This includes for example, images that are sexually provocative, express a political ideology either through images or words, or use profanity.

1.5.7.4.4 Fridays have been formally designated by the Housing Authority as relaxed dress day from business casual attire to allow for blue jeans and athletic shoes. However the basic requirements for a clean professional appearance remain. Flip flops of any kind are not permitted.

1.5.8 The following pre-assignment checks on all temporary employees must be completed prior to the start date.

1.5.8.1 Drug screening - 5 panel minimum.

1.5.8.2 Federal and local background checks. Candidates relocated to Corpus Christi area within the past six months, an additional local check shall be performed at the prior locations.

1.5.8.3 Driver's license check.

1.6 The Contractor(s) must provide worker's compensation insurance for all temporary employees assigned to the Housing Authority and Contractor(s) is responsible for medical care and substance testing relating to all on-the-job injuries of their assigned employees.

1.7 Buyout provision. The HA agrees to pay a buyout fee when the HA desires to directly hire a temporary employee prior to the employee working the agreed temp-to-hire hours. The HA requires the buyout computation to be the lesser of \$500 or the dollar margin on remaining temp-to-hire hours. The Housing Authority requires the temp-to-hire hours to be no more than 480 hours. All temporary employees are subject to the buyout provisions. In addition, the Housing Authority would favor Contractor(s) providing a small number of "free" buyouts annually.

1.8 Order Placement: Orders will be placed by email or Fax only by authorized members of the Housing Authority's Human Resources department. The list will be provided to awarded proposers.

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2.0 Invoices/Billings: The HA anticipates that the successful proposer will bill the HA weekly for the services. Each such billing for each temporary employee shall be accompanied by the applicable time sheet that has been signed by the temporary employee and the HA supervisor of that temporary employee. Though all such invoices shall be paid by the HA on a N/30 basis ("N/30," beginning on the date that the fully completed and accurate invoice with accompanying copy of the applicable time sheet), the HA will not artificially hold such invoices but will place them in the next payment cycle and will endeavor to pay such invoices within 2 weeks of receipt.

2.1 Each above noted invoice (and accompanying time sheet) shall include the following minimum information:

2.1.1 The successful proposer's company name and address;

2.1.2 A unique invoice number;

2.1.3 For each temporary employee: name; bill rate of pay; days and hours worked; and location where service was performed.

2.1.4 The successful proposer's fee.

2.2 The contractor shall invoice the HA weekly and invoices shall be based on timecards approved by a Housing Authority supervisor of that temporary employee. Invoices shall be maintained by the Contractor(s) for backup should a billing dispute arise. Billings that cannot be supported by an approved time card will not be paid. All Invoices shall be sent to:

Corpus Christi Housing Authority
Attn: Accounts Payable Department
3701 Ayers
Corpus Christi, TX 78415
accounts.payable@hacc.org

2.3 Contractor(s) are required to send a monthly billing statement to the Housing Authority at the address noted above. The billing statement shall include at a minimum, invoice number, invoice date, invoice amount and location where services were provided. Invoices not on the monthly billing statement but at some later date "discovered" by the Contractor(s) shall not be honored by the Housing Authority.

2.4 The HA reserves the right to reject any candidate that the successful proposer may refer to the HA. Though the HA will endeavor to accept a suitable candidate in a timely manner, there will be no additional fee to the HA no matter how many candidates the HA may reject.

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Pricing Sheet

Description	Estimated Yearly Quantity	Percent Markup Over Agency Rate (i.e. 30%)	Total Amount (Est Qty + Markup)
1. Mark-up on Agency Rate for Maintenance Laborer	\$200,000		
2. Mark-up on Agency Rate for Administrative Staffing	\$100,000		
3. Total Annual Amount			