



**REQUEST FOR PROPOSAL
CITY OF KINGMAN
TEMPORARY LABOR SERVICES
PW23-003R**

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City of Kingman, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE: REQUEST FOR PROPOSAL (RFP) UP TO FIVE VENDORS FOR CLERICAL AND FIVE VENDORS FOR GENERAL LABOR WILL BE SELECTED.

SERVICES SOUGHT: TEMPORARY LABOR FOR VARIOUS CITY OF KINGMAN DEPARTMENTS AND DIVISIONS

SOLICITATION INVITATION NO.: RFP No. PW23-003R – Temporary Staffing Services for the City of Kingman

RESPONSE DUE DATE AND TIME: September 28, 2023 at 3:00 p.m.

LOCATION: City of Kingman
City Clerk's Office
310 N.4th Street.
Kingman, Arizona 86401

Notice is hereby given that the City of Kingman (City) is conducting a Request for Proposal to select up to five (5) agencies to provide staffing services for temporary clerical positions in various departments of the City of Kingman and up to five (5) agencies to provide staffing services for all other temporary positions in various departments of the City of Kingman. These services may include, but are not limited to, general maintenance, weeding, vehicle operations, clerical duties and other duties as assigned. The initial activity will involve an evaluation and ranking of agencies' qualifications and experience with similar services and a review and evaluation of qualifying Statements of Qualifications (SOQ). The City, at its sole discretion, may make its determination of the final agencies and rank of the final agencies solely on the SOQ review and evaluation. The City may select the highest ranked agencies for interviews and make its determination of the final agencies on the combined results of the SOQ review and evaluation and the interview.

It is expected that this proposal will secure the services outlined herein for one (1) year. Upon mutual agreement between the City and the vendors, services may be extended for four (4) additional one (1) year periods for a maximum term of five (5) years in total.

Solicitation documents are available by email by contacting Curtis Larsen at clarsen@cityofkingman.gov or hard copies can be picked up at the City of Kingman Public Works Department located at 3700 E. Andy Devine Ave., Kingman, AZ 86401. Documents can also be obtained through the City of Kingman website:

<https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list>

Qualified agencies are invited to review the information and to submit their Statements of Qualifications and Pricing in accordance with the criteria established within this Request for Proposal (RFP). All questions regarding this RFP must be received in **writing** by the City of Kingman Public Works Department Project Manager no fewer than five (5) days prior to the due date and time cited above and should be addressed as follows:

Scope of Work/Proposal Content questions shall be emailed to Curtis Larsen at clarsen@cityofkingman.gov.

RFP Process and Compliance questions shall be emailed to Curtis Larsen at clarsen@cityofkingman.gov.

Should any prospective agency be in doubt as to the true meaning of any portion of this RFP, or should the agency find any ambiguity, inconsistency, or omission therein, the agency shall make a written request that should be emailed to Curtis Larsen at clarsen@cityofkingman.gov for an official interpretation or correction no fewer than five (5) days prior to the due date and time cited above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to <https://www.cityofkingman.gov/government/advanced-components/list-detail-pages/rfp-posts-list> and it shall be the agency's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

Responses to this solicitation will be received by the City Clerk's Office, 310 N. 4th Street, Kingman, Arizona 86401, until the time and date cited above. Responses received by the correct time and date will be opened publicly at the City Council Chambers.

Responses must be submitted in a sealed envelope with the solicitation invitation number and the Applicant's name and address clearly indicated on the envelope. All responses must be completed in ink or typewritten. Additional instructions for preparing your responses are provided on the following pages.

Responses must be in the actual possession of the **City Clerk's Office** and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late responses or unsigned responses **will not** be considered under any circumstances.

The City of Kingman reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until a contract is finalized or all responses are rejected.

Publish Date: Kingman Daily Miner -

PUBLISHERS AFFIDAVIT REQUIRED

SECTION 2 - INFORMATION AND INSTRUCTIONS TO APPLICANT

1. REQUEST FOR PROPOSAL (RFP)

This solicitation is a Request for Qualifications and Pricing for staffing services for all temporary positions in various departments of the City of Kingman.

- 1.1. Provision of Temporary Labor.** The Agency(s) shall furnish temporary employment services on an as needed basis to the City of Kingman. This may include general maintenance, weeding, vehicle operation, clerical duties or other duties as assigned and/or needed. The City of Kingman reserves the right to add other duties at any time during the contract term as stated below.
- 1.2. Current Temporary Personnel.** Temporary personnel currently working at the City of Kingman will not be affected.
- 1.3. Minimum Amount.** There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

2. REQUIREMENTS

This project is to procure staffing services for all temporary positions in various departments of the City of Kingman. These services may include, but are not limited to, general maintenance, weeding, vehicle operations, clerical duties and other duties as assigned/needed.

2.1. Employed by Agency. Temporary personnel shall be employed by the Agency(s). The Agency(s) shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances and other employer federal and state requirements for temporary personnel.

2.2. Minimum Qualifications. Temporary personnel supplied by the Agency(s) must meet minimum qualifications as specified by the City of Kingman and, if driving is required, have a clean driving record and hold all required licenses. Should the temporary personnel need to operate vehicles and/or equipment they shall have the appropriate license and certifications for the vehicles and equipment they can operate. Human Resources shall approve any personnel allowed to operate vehicles and equipment. This will include an evaluation of the employee's Motor Vehicle Report.

2.2.1. Required DOT background information should include, but is not limited to;

- a.** Whether the temporary personnel has had a positive alcohol test with a concentration of 0.04 or greater
- b.** Whether the temporary personnel has had a verified positive drug test result
- c.** Whether the temporary personnel has refused to be tested
- d.** Whether the temporary personnel has had any other violation of DOT drug and alcohol testing regulations
- e.** Whether a previous employer reported a drug and alcohol rule violation to the Agency(s)
- f.** If any of the above questions were answered yes, did the temporary personnel complete the return-to-duty process?

If item **e** was answered yes provide the previous employer's report

If item **f** was answered yes provide the appropriate return to duty documentation (e.g. SAP report(s) and follow-up testing records

g. Did the employee drive a motor vehicle for the company

If item **g** was answered yes what type of vehicle did the temporary personnel drive

h. Was the temporary personnel involved in any DOT recordable accidents

If item **h** was answered yes please list the following for each accident:

1. Date
2. Location
3. Number of Injuries
4. Number of Fatalities
5. Hazmat
6. Whether the accident was preventable

2.3. Availability of Temporary Employees. Temporary employees should be available for the entire length of the assignment. Every attempt must be made to minimize staffing gaps. As a minimum, replacement temporary employees must be made available within two (2) business days of employee separation or request by the City of Kingman for additional employees.

2.4. Right of Refusal. The City of Kingman will have the right at any time to refuse any temporary personnel supplied by the Agency(s) for any job-related deficiency and to request immediate removal of the employee. Refusal of any temporary personnel shall not be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

2.5. Typical Working Hours. The typical working hours for temporary personnel vary by duties. Hours can be anytime between 6:00 a.m. and 8:00 p.m., Monday through Friday. Weekend work will occasionally be required. The City of Kingman reserves the right to adjust schedules to meet project and seasonal work requirements as needed. Overtime and emergency work may be required on occasion.

2.6. Requests for Personnel. All requests for personnel shall be submitted to the City of Kingman's Human Resource Department. Any personnel selected to do any type of work shall be cleared and approved by the Human Resource Department prior to the beginning of work.

2.7. Confirmation of Availability. The Agency(s) will be given 24 hours to confirm availability of a temporary worker to fill the request.

2.8. Time Cards. The Agency(s) shall supply all temporary personnel with time cards. All hours worked must be approved on a weekly basis by the area supervisor. The Agency(s) shall supply the City of Kingman with copies of the approved time sheets upon submission of invoices to the City of Kingman. The City of Kingman shall not be liable for invoices that cannot be substantiated by the Agency(s).

2.9. Account Servicing. Representatives of Agency(s) shall be available during the City of Kingman's typical working hours to handle any issues that may arise. Agency(s) representatives should be available to their employees for any issues they may have such as timesheet questions, etc.

2.10.Placement or Agency Fees. The Agency(s) shall not charge the City of Kingman or any authorized user of the contract any placement fees or agency fees if a temporary employee applies for employment with the City of Kingman, or any authorized user of the contract, and is selected for employment after 90 calendar days.

2.11.Agency Payment. The Agency(s) will be paid based on invoices submitted. Invoices shall be submitted by the Agency(s) to the City of Kingman department to which temporary personnel are assigned, on a weekly basis. The invoices should include the employee's name, dates, hours worked, purchase order number, and the hourly bill rate and pay rate. Attached to the back of each invoice must be a copy of the weekly time sheet.

2.12.Remove from Assignment. If at any point, the City of Kingman determines the agency employee is not performing their duties to the City's standard, the Agency(s), upon notice from the City, shall remove the temporary personnel from the assignment at no charge to the City of

Kingman, and the Agency(s) shall find a suitable replacement.

2.13. Usage Report. The Agency(s) shall provide a usage report on a quarterly basis to the City of Kingman representative named upon award. It shall contain the number of people sent in a particular department and total payments received.

2.14. Properly Trained and Competent Personnel. All work under this contract must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.

2.15. Responsibility. The Agency(s) shall be responsible at all times for the actions and work of its personnel.

2.16. Drug Test. Temporary personnel will be required to undergo a criminal history background check and a drug test. The Agency(s) shall ensure that any of the agency's employees providing services to the City of Kingman have a drug test. The City of Kingman will complete the criminal history background check. The Agency(s) shall be responsible for all cost associated with the drug test for their employees and it is the responsibility of the Agency(s) that their employees meet all drug test requirements. Site-specific training or orientation may be required before employment may begin.

2.17. License Requirements. All personnel, supplied under this contract, who are required by State of Arizona law, regulation, or standard to possess a qualification of licensure, registration, credentials or other academic, vocational or technical certification shall possess the appropriate credentials, licensure and/or certifications prior to temporary placement. The Agency(s) is required to keep the temporary employee's credential file current. When the Agency(s) is requested by the City of Kingman, they shall provide a copy of the employee's credentials and/or license.

2.18. Loss of Credentials, Licensure and/or Certifications. The Agency(s) must notify the City of Kingman immediately should any personnel supplied under this contract, lose their credentials, licensure and/or certifications required to perform the job while working for the City of Kingman.

2.19. All Inclusive Services. Additional work necessary to meet the terms of service under the above scope of work should be identified and included in Proposal(s).

3. GENERAL INFORMATION FOR SUBMITTAL

3.1. Late Responses. Late responses and/or unsigned responses will not be considered under any circumstances. Envelopes containing responses with insufficient postage will not be accepted by City. **It is the sole responsibility of the Applicant to see that his/her response is delivered and received by the proper time and at the proper place.**

3.2. Sealed Envelope or Package. Each response shall be submitted to the City Clerk's Office in a sealed envelope or package. The envelope or package should be clearly identified as a response and be marked with name of the Applicant and solicitation number. The envelope or package shall include the Offer Section in a separate sealed envelope. The City may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.

3.3. Statement Amendment or Withdrawal. A response may be withdrawn any time before the response due date and time. A response may not be amended or withdrawn after the response due date and time except as otherwise provided by applicable law.

3.4. Public Record. All responses submitted in response to this solicitation and all evaluation related records shall become property of the City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or otherwise provided by law.

3.5. Confidential Information. If an Applicant believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, the Project Manager should be so advised in writing. City shall review all requests for confidentiality and provide a

written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the Protest Procedure.

3.5.1. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in responses submitted and the information sought to be protected clearly marked as proprietary.

3.5.2. City will not ensure confidentiality of any portion of the solicitation documents that are submitted in the event that a public record request is made.

3.5.3. City will provide forty-eight (48) hours' notice before releasing materials identified in the response as confidential or proprietary in order for the Applicant to apply for a court order blocking the release of the information.

3.6. Cost of Response Preparation. The City will not reimburse any Applicant the cost of responding to this RFP.

3.7. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the designee. Requests shall be made as early as possible to allow time to arrange the accommodation for the RFP submission.

3.8. Applicant Registration. Any agency must contact the designee to be placed on the packet holder's list to receive notice of Addenda to this Solicitation. Agencies who submit proposals without acknowledgement of addenda may have their responses rejected.

4. SPECIAL TERMS AND CONDITIONS

1. Availability. Temporary labor shall be available on a 24/7 (365) day work basis throughout the term of the contract to handle any emergency work in the event it is needed.

2. Contract Term and Renewal. The term of this contract shall commence upon the signing of the Professional Services Contract and remain in effect for the time period set forth in the contract documents, unless terminated, canceled or extended as otherwise provided herein.

3. Termination of Agreement. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

3.1. The City may terminate this Agreement, on at least thirty (30) days advance notice for any reason, including convenience, without incurring any penalty, expense or liability to Agency(s), except the obligation to pay for services actually performed under the Agreement before the termination date.

3.2. Agency(s) acknowledge that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Agency(s). The Contract Administrator shall give Agency(s) written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

4. Compensation and Method of Payment. The Contractor shall provide a weekly invoice by mail,

along with daily timesheets for each temporary employee utilized by the divisions within the City of Kingman Public Works Department sent to the City of Kingman Public Works Department, 3700 E. Andy Devine Avenue, Kingman, AZ 86401 or other individual departments/divisions who utilize this agreement at their respective addresses.

5. **Audit and Inspection of Records.** The Agency(s) shall permit the authorized representatives of the City of Kingman to inspect and audit any books, documents, papers, data and records relating to its performance under the contract until the expiration of three (3) years after the contract has expired. The City shall have the right to audit and/or examine such records at any time during the progress of this contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

6.1 The following access to records requirements will apply to this contract:

- 6.1.1. The Agency(s) agrees to provide the City of Kingman or any of its authorized representatives access to any books, documents, papers and records of the Agency(s) which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Agency(s) agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6.1.2. The Agency(s) agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Agency(s) agrees to maintain same until the City of Kingman or any of its duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

7. **Contract Amendments.** The City of Kingman has the sole authority to:

- 7.1 Amend the contract or enter into supplemental or written agreements;
- 7.2 Grant time extensions;
- 7.3 Otherwise modify the scope or terms and provisions of the contract.

The contract shall only be modified with the approval of the Project Manager. Except in the case of documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Project Manager through a written contract amendment or change order is performed at the sole risk of the Agency(s) and may not be eligible for payment by the City.

8. **Cooperative Purchasing:** This contract shall be for the use of the City of Kingman. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in the contract, a political subdivision or nonprofit educational or public health institution may participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible entity may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the Agency(s) must be in agreement. Any orders placed to the Agency(s) will be placed by the specific entities participating in the purchase. Payment for purchases made under this cooperative agreement will be the sole responsibility of each participating entity. The City shall not be responsible for any disputes arising out of transactions made by others.
9. **Child/Sweat-Free Labor Policy.** The Agency(s) shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
10. **Federal Immigration Laws and Regulations.** The Agency(s) warrant that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. §

23-214(A) and that it requires the same compliance of all subcontractors under this contract. Agency(s) acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract. The City retains the legal right to audit the records of the Agency(s) and inspect the papers of any employee who works for the Agency(s) to ensure compliance with this warranty and the Agency(s) shall assist in any such audit. The Agency(s) shall include the requirements of this paragraph in each contract with subcontractors under this contract.

10.1 If the Agency(s) or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Agency(s) or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this contract by the Agency(s) and any subcontractor.

- 11. (ADA) Americans with Disabilities Act.** The Agency(s) shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-336, 42 U.S.C. 12101-12213, 47 U.S.C. 225 and 611, and all regulations thereto), and the Arizonans with Disabilities Act of 1992 (A.R.S. 41-1492 et seq., and all regulations pertaining thereto).
- 12. Wage Requirements.** The Agency(s) shall ensure that all employees meet the minimum wage requirements of the entity with jurisdiction, be it Federal, State, or Local requirements.
- 13. Conflict of Interest Disclosure.** The City of Kingman Procurement Policy requires that the agency complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected agency unless and until the Finance Department and the City Administrator have reviewed the Disclosure Form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstration of competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.
- 14. City of Kingman Business License.** The Agency(s) shall maintain in current status all Federal, State, and local registrations, licenses and permits, including a City of Kingman business registration, required for the operation of the business conducted by the Agency(s) as applicable to this contract.
- 15. Vendor Forms.** Agency(s) awarded this contract will, if not already, have to become vendors for the City of Kingman and must fill out all applicable paperwork and provide its IRS Form W-9 to qualify.
- 16. Assignment.** The Agency(s) shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City of Kingman. Notwithstanding any consent by the City to any assignment, Agency(s) shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City. The Agency(s) shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.
- 17. Arizona Law.** This contract shall be governed and interpreted according to the laws of the State of Arizona.
- 18. Agency(s)** hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393 ethnic Uyghurs in the People's Republic of China nor use any goods or services produced by the same as defined in A.R.S. §35-394.
- 19. Jurisdiction and Venue.** The parties agree that this contract is made in and shall be performed

in Mohave County. Any lawsuits between the parties arising out of this contract shall be brought in the courts of Mohave County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

- 20. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 21. Insurance/Indemnification.** The Agency(s) shall procure and maintain during the life of this contract such insurance policies, as outlined below, as will protect itself and the City of Kingman from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Agency(s), any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Agency(s) shall provide to the City, before the commencement of work under this agreement documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required.
- 21.1.** Any insurance provider of Agency(s) shall be admitted and authorized to do business in the State of Arizona and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "VIII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- 21.2.** To the fullest extent permitted by law, Agency shall indemnify, defend, and hold harmless the City and each officer, official, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which the City may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of the Agency(s), its officers, employees, agents, or any tier of subcontractor in connection with this agreement. This indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limited the scope of the indemnification. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages
- 21.3.** The Agency(s) shall have insurance that meets the following minimum requirements
- 21.3.1** Professional Liability Insurance or Errors and Omissions Insurance protecting the Agency(s) and its employees in an amount not less than \$1,000,000.
- 21.3.2** Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts
- a. Bodily Injury by Accident - \$500,000 each accident
 - b. Bodily Injury by Disease - \$500,000 each policy limit
- 21.3.3** Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Kingman shall be an additional insured. There shall be no added exclusions or limiting endorsement which diminish the City's protections as an additional insured under the policy. Further, the following limits of liability are required:
- a. \$1,000,000 each occurrence as respect to Bodily Injury Liability or Property Damage Liability, or both combined
 - b. \$2,000,000 Per Project General Aggregate

c. \$1,000,000 Personal and Advertising Injury

21.3.4 Motor Vehicle Liability Insurance, including Arizona Minimum Coverages, equivalent to, as a minimum, Insurance Office Form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicle, all non-owned vehicle and all hired vehicles. Further the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- 22. Notices.** All notices or demands required to be given pursuant to the terms of this contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY:

Curtis Larsen
City of Kingman Public Works Department
3700 E. Andy Devine Avenue
Kingman, AZ 86401

In the case of CONTRACTOR:

Company Name:
Contact:
Address:
City, State, Zip:
Telephone Number:

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery-date indicated on receipt if delivered by certified or registered mail.

SECTION 3 – RESPONSE INFORMATION AND INSTRUCTIONS

1. RESPONSE PREPARATION

1.1 Format. Proposals should be prepared simply and economically providing a straightforward, concise description of the agency's ability to meet the requirements of the RFP. Applicants shall submit their response with one (1) electronic copy and one (1) physical copy and shall provide the information and comply with the requirements listed below. The sections of the submittal should be tabbed, clearly identifiable, and correspond with the evaluation criteria.

SUBMITTALS SHOULD BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE. SUBMITTALS SHALL BE LIMITED TO 20 PAGES.

1.2 No Facsimile or Electronic Mail Statements. Responses may not be submitted by facsimile or electronically. A facsimile or electronic mail statement shall be rejected.

1.3 Typed or Ink Corrections. The response shall be typed or in ink. Erasures, interlineations or other modifications in the response shall be initialed in ink by the person signing the response.

1.4 No Modifications. Modifications shall not be permitted after responses have been opened except as otherwise provided under applicable law.

1.5 Content. The narrative portion and the materials presented in response to this Request for Qualifications shall be submitted in the same order as requested and must contain, at a minimum, the following:

1.5.1 Professional Qualifications – maximum 20points

1.5.1.1 State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will provide or assist in providing temporary employees. Indicate whether it operates as an individual, partnership or corporation. If as a corporation, include whether it is licensed to operate in the State of Arizona.

1.5.1.2 Include the name of executive and professional personnel by skill and qualification that will be involved in providing temporary personnel. Qualifications and capabilities of any subcontractors must also be included.

1.5.1.3 State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

1.5.2 Past Involvement with Similar Projects – maximum 20 points

1.5.2.1 The written proposal must include a summary of the Respondent's demonstrated experience and success in the recruitment and placement of temporary personnel, including securing employees who hold valid drivers' licenses, which may include a CDL-A endorsement.

A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title and contact person.

1.5.3 Proposed Work Plan – maximum 25 points

1.5.3.1 Provide a detailed and comprehensive description of how the Agency(s) intends to provide the services requested in this RFP, including process and timeline for placement and replacement of personnel and plan for communicating and understanding the needs of the City of Kingman. The work plan must include a description of the staffing agency's candidate screening process and the agency's employee training plan. The work plan must also provide a response to the following:

- Ability of firm to provide personnel on all shifts and all days
- Ability to provide personnel with appropriate minimum experience and licensing requirements.

1.5.4 Fee Proposal – maximum 35 points

1.5.4.1. Fee schedules shall be submitted in a separate, sealed envelope as part of the proposal. Fee quotations are to include the title, hourly rates, overhead factors and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with staffing. Agencies shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived and time.

1.5.4.2 Include the name, phone number and e-mail address of the person(s) in your organization authorized to negotiate the agreement with the City of Kingman.

1.5.4.3 All necessary documents must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission. The documents include the Addendum Acknowledgement, if any, the Non-Collusion Affidavit, the Disclosure of Responsibility and the Certificate of Insurability.

1.5.5 Exceptions to Solicitation. The proposed form of contract, Scope of Services and General Conditions are included as a part of this solicitation. The Applicant must include a statement that they have reviewed said documents and list any objections to the same. Any objections to the form of contract will be considered and included in City's evaluation of the Applicant's response. If the Applicant fails to list any objections to the form of contract, they will not be allowed to raise any objections later if selected for award. A response that takes exception to a requirement of any part of the solicitation or contract may be rejected as non-responsive upon the decision of the City.

The provisions of the Request for Proposal cannot be modified without the express written approval of the City of Kingman Project Manager or their designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by City of Kingman Project Manager or their designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

1.5.6 Disclosure. If the agency, business or person submitting this response has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, if any such preclusion from participation from any public procurement activity is currently pending, or there have been any past claims or litigations the Applicant shall fully explain the circumstances relating to the preclusion, proposed preclusion, or any litigation or claims in the response. The Applicant shall include a letter with its response setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment.

If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

1.6 Non-Collusion and Non-Discrimination. By signing and submitting the response, the Applicant certifies that:

1.6.1 The Applicant did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its response, and

1.6.2 The Applicant does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

1.6.3 The Applicant understands that the Applicant will be responsible for and shall pay all taxes.

2. INQUIRIES

2.1 Duty to Examine. It is the responsibility of each Applicant to examine the entire solicitation, seek clarification (inquiries), and examine its response for accuracy before submitting the response. Lack of care in preparing a response shall not be grounds for modifying or withdrawing the response after the response due date and time, nor shall it give rise to any Contract claim.

2.2 Contact Person. Any inquiry related to this solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be submitted in writing no fewer than five (5) days prior to the due date and time cited above and may be emailed to Curtis Larsen, Project Manager at clarsen@cityofkingman.gov .

2.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. If mailed, do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a response and not be opened until after the response due date and time. City shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least five (5) days before the response due date and time for review and determination by City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

2.5 No Right to Rely on Verbal Responses. An Applicant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

APPLICANT'S CHECK LIST

- 1. The response has been signed in the Offer Section (responses not signed in this section and sealed in separate envelope will not be considered).
- 2. Any required descriptive literature has been included.
- 3. The Addendum Acknowledgement, if any, has been signed and is included.
- 4. The Non-Collusion Affidavit has been signed and is included.
- 5. The Disclosure of Responsibility Statement has been signed and is included.
- 6. The Certificate of Insurability has been signed and is included.
- 7. The Statement of Qualifications has been included.
- 8. The mailing envelope/package has been addressed to:

**City of Kingman
City Clerk's Office
310 N. 4th Street.
Kingman, Arizona 86401**

- 9. Response package/envelope has been identified with solicitation number and title.
- 10. The response is mailed in time to be received by the City Clerk's office no later than specified time on designated date (otherwise the response cannot be considered).

All proposals are due and must be delivered to the City Clerk's Office on, or before, September 28, 2023 at 3:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **one (1) digital copy of the proposal preferably on a flash drive as one file in PDF format**

The fee proposal shall detail the markup on the base labor rate, including all fees, taxes and other charges. The placement fee rate, if a worker is hired by the City of Kingman before 90 days of temporary work, should be noted separately.

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

SECTION 4 – EVALUATION INFORMATION AND INSTRUCTIONS

1. EVALUATION

1.1 Submittals. All submittals shall be evaluated by a selection committee. The evaluation process and contract award shall include the following:

1.1.1 A selection committee will evaluate the submittals and score them in accordance with the evaluation criteria listed in the Section 3, Response Information and Instructions. Applicants will be ranked according to their combined scores.

1.2 Disqualification. An Applicant (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its response rejected.

1.3 Clarifications. City reserves the right to obtain Applicant clarifications where necessary to arrive at full and complete understanding of an Applicant's qualifications and experience and/or solicitation response. Clarification means a communication with an Applicant for the sole purpose of eliminating ambiguities in the response and does not give an Applicant an opportunity to revise or modify its response.

1.4 Selection Criteria. Evaluation of the qualifications and experience responses will be undertaken by a committee with the following criteria and weighted scores:

Evaluation Criteria	Maximum
Experience and Qualifications of the Agency & Team	20
Experience of the Agency on Similar Projects	20
Proposed Work Plan	25
Fee Proposal	35
Total Points Possible	100

1.5. Additional Investigations. The City reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any Applicant submitting a response to this Request for Qualifications.

1.6 Prior Experience. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

1.7 Waiver and Rejection Rights. City reserves the right to reject any or all responses or to cancel the solicitation altogether, to waive any informality or irregularity in any response received and to be the sole judge of the merits of the respective Applicants.

2. OFFER AND ACCEPTANCE PERIOD

2.1. In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

3. AWARD

3.1. **Number of Contracts to be awarded.** The City intends to award up to ten (10) contracts for the project outlined above, five (5) for temporary clerical positions and five (5) for all other temporary positions.

3.2 **Upon Notice of Intent to Award.** The apparent successful Applicant(s) shall sign and file with the City, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract, including but not limited to, bonds, the professional agreement and certificates of insurance.

4. PROTESTS

4.1 **How to Protest.** A protest must be in writing and be filed with the Public Works Department by emailing the Project Manager or by mail, using the addresses shown above. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed in writing before City Council meeting at which the recommendation will be presented. If the award is less than \$50,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. City shall determine whether to issue a written response or hold an administrative hearing.

A protest must include: The name, address and telephone number of the protester; the signature of the protester or its representative; identification of the project and the solicitation or contract number; a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

5. COMMENTS WELCOME

The City's Public Works Department periodically reviews the Information and Instructions to Applicant and welcomes any comments you may have. Please submit your comments to the Project Manager at clarsen@cityofkingman.gov .