

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

SPARKS PERSONNEL SERVICES, INC.	DATE ISSUED:	<u>OCTOBER 1, 2019</u>
ATTN: EVETTE BAKER, PRESIDENT	CURRENT REFERENCE NO:	<u>20-010-R-2</u>
700 KING FARM BLVD., SUITE 100		
ROCKVILLE, MD 20850		
	CONTRACT TITLE:	<u>SPARKS PERSONNEL SERVICES SECONDARY</u>

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

This is your notice that the above referenced contract has been renewed. The contract documents consist of the terms and conditions of AGREEMENT No. 20-010-R-2 including any attachments or amendments thereto.

EFFECTIVE DATE: October 1, 2019

EXPIRES: MAY 23, 2023

RENEWALS: Three (3) additional (12) month renewal periods

COMMODITY CODE(S): 96269

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT NOA No. 20-010-R-2

EXHIBIT A – Rider Agreement

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: EVETTE BAKER

VENDOR TEL. NO.: (703) 228-3417

EMAIL ADDRESS: EBAKER@SPARKSGROUPINC.COM

COUNTY CONTACT: LOAN HOANG

COUNTY TEL. NO.: (703) 228-3417

COUNTY CONTACT EMAIL: LHOANG@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-010-R-2 Secondary

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Sparks Personnel Services, Inc. dba Sparks Group** ("Contractor"), a Corporation with a place of business located at **700 King Farm Boulevard Suite 100, Rockville, MD 20850** authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, **Exhibit A**, RFQ 11758. Any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "**Contract**"). This Agreement rides a contract awarded to the Contractor by **Loudoun County**, and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **Loudoun County**, substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than May 31, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if **Loudoun County**, renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than three (3) additional twelve (12) month periods from June 1, 2020 to May 31, 2023 ("Subsequent Contract Term"). However, if **Loudoun County**, does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in **Exhibit A** for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the

County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Temporary Staffing Services

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred, and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is

fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Sparks Personnel Services, Inc .
Attn: Evette Baker, President
700 King Farm Blvd., Suite 100
Rockville, MD 20850
Phone: (301)-279-2300 X1810 (office)
Email: ebaker@sparksgroupinc.com

Contact Information for the Department

Loan Hoang
Arlington County Government
2100 Clarendon Boulevard Suite 511
Arlington, Virginia 22201
Phone: (703)-228-3417
Email: Lhoang@arlingtonva.us

Contact Information for Arlington County (Legal Authorization):
Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Attn: Sharon Lewis
Email: SLewis1@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SPARKS PERSONNEL SERVICES, INC

AUTHORIZED
SIGNATURE: Francine Morris

AUTHORIZED
SIGNATURE: Evette M. Baker

NAME: FRANCINE MORRIS
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Evette M. Baker, President

DATE: October 1, 2019

DATE: October 1, 2019

**County of Loudoun
Division of Procurement**

NOTICE OF AWARD

DATE & TIME: April 17, 2018 at 4:00 p.m. RECORDED BY: Diane C. Smith

RFP No: RFQ 11758		RFP TITLE: Temporary Staffing Services	
Final Determination			
OFFEROR NAME:	Savera Works	Xenia Systems, LLC	Midtown Personnel Inc.
ADDRESS:	18275 Riviera Way	22365 Broderick Drive	1130 Connecticut Avenue, NW
ADDRESS:		Suite 210	Suite 1101
CITY STATE ZIP	Leesburg, VA 20176	Sterling, VA 20166	Washington, DC 20036
RESPONDED	Y	Y	Y
Final Determination		AWARDED	
OFFEROR NAME:	Care 4 U Solutions	Temporary Solutions, Inc.	Abacus Corporation
ADDRESS:	P.O. Box 69	10550 Linden Lake Plaza	HQ-610 Gusryan Street
ADDRESS:		Suite 200	
CITY STATE ZIP	Vinton, VA 24179	Manassas, VA 20109	Baltimore, MD 21224
RESPONDED	Y	Y	Y
Final Determination			
OFFEROR NAME:	IT Trailblazers LLC	Manpower Group US Inc.	Vidhwan Inc dba E-Solutions
ADDRESS:	2050 New Jersey Route 27	100 Manpower Place	2 North Market Street
ADDRESS:	Suite 203		#400
CITY STATE ZIP	New Brunswick, NJ 08902	Milwaukee, WI 53212	San Jose, CA 95113
RESPONDED	Y	Y	

REMARKS: As a result of RFP RFQ 11758, a contract is being awarded to Temporary Solutions, Inc. (PRIMARY) and Sparks Personnel Services, Inc. dba Sparks Group (SECONDARY)

By: /s/Diane C. Smith Date: June 20, 2018

Please Post from: June 20, 2018 through July 2, 2018

**County of Loudoun
Division of Procurement**

NOTICE OF AWARD (Continued)

DATE & TIME: April 17, 2018 at 4:00 p.m. RECORDED BY: Diane C. Smith

RFP No: RFQ 11758		RFP TITLE: Temporary Staffing Services	
Final Determination		AWARDED	
OFFEROR NAME:	Devine Professional Consulting Group	Sparks Personnel Services, Inc. dba Sparks Group	Grafton Staffing Companies
ADDRESS:	P.O. Box 2161	700 King Farm Boulevard	6801 W. 121 st Street
ADDRESS:		Suite 100	Suite 100
CITY STATE ZIP	Silver Springs, MD 20915	Rockville, MD 20850	Overland Park, KS 66209
RESPONDED	Y	Y	Y
Final Determination			
OFFEROR NAME:	Force 1 Global Inc.	Diskriter, Inc.	Howroyd-Wright Employment Agency, Inc. dba Apple One Employment Services
ADDRESS:	1050 Temple Avenue	2840 Library Road	327 Broadway
ADDRESS:	#214	Suite 300	
CITY STATE ZIP	Colonial Heights, VA 23834	Pittsburgh, PA 15234	Glendale, CA 91204
RESPONDED	Y	Y	Y
Final Determination			
OFFEROR NAME:	NOTEIKS, LLC dba American Fusion Systems		
ADDRESS:	305 Harrison Street, S.E.		
ADDRESS:	Suite 100B		
CITY STATE ZIP	Leesburg, VA 20175		
RESPONDED	Y		

REMARKS: As a result of RFP RFQ 11758, a contract is being awarded to Temporary Solutions, Inc. (PRIMARY) and Sparks Personnel Services, Inc. dba Sparks Group (SECONDARY)
 By: /s/Diane C. Smith Date: June 20, 2018
 Please Post from: June 20, 2018 through July 2, 2018

CONTRACT AMENDMENT #1

This agreement constitutes an Amendment to Contract Number RFQ 11758-B Secondary for Temporary Staffing Services between the **COUNTY OF LOUDOUN, VIRGINIA** (the "County") and **SPARKS PERSONNEL SERVICES, INC. dba SPARKS GROUP** (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective October 2, 2018 as follows:

1.0 SCOPE OF SERVICES

The following clause shall be added:

1.1.S Contracting Officer: The candidate will be responsible for the following functions:

Supporting the County Department of Transportation and Capital Infrastructure with their procurement needs in a very dynamic environment. An experienced individual is needed to contract for a wide variety of construction, and professional (architectural and engineering) services in compliance with the Virginia Public Procurement Act and the County's Procurement Resolution. This position is responsible for complex, formal solicitations (Invitations for Bid/Requests for Proposals). This position will work with staff at all levels of the organization. Excellent written and oral communication skills are necessary for this challenging position. Additionally, attention to detail, good organization skills, and excellent computer and research skills are essential to be successful in this position.

Experience with an Enterprise Resource Planning system is strongly preferred.

Any combination of education and experience equivalent to a Bachelor's degree in procurement, business administration or related field with four years of experience in contracting of professional and non-professional services.

Experience in governmental procurement is highly preferred. Considerable project management experience and experience using web-based systems is preferred.

Certified Professional Public Buyer (CPPB) certification preferred.

Knowledge of the Virginia Public Procurement Act is preferred, but training will be provided.

4.0 COMPENSATION

See the attached and incorporated "Revised Exhibit I – Pricing Schedule (Updated: 10/02/2018) July 1, 2018 through May 31, 2019".

In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (703) 258-3190
Fax: (703) 771-5097

By: *Diane C. Smith*

Name: Diane C. Smith

Title: *Contracting Officer*

Date: 10/10/2018

SPARKS PERSONNEL SERVICES, INC. dba SPARKS GROUP

700 King Farm Boulevard
Suite 100
Rockville, MD 20850
Phone: (301) 279-2300 X1810
Fax: (301) 948-5890

By: *Evette M. Baker*

Name: Evette Baker

Title: President

Date: 10/10/18

APPROVED AS TO FORM:

By: *Theresa J. Fontana*
Theresa J. Fontana
Assistant County Attorney

ATTACHMENT I

**Revised Exhibit I – Pricing Schedule (Updated: 10/02/2018)
July 1, 2018 through May 31, 2019**

<u>Position</u>	<u>Hourly Rate</u>
Clerical Receptionist (per Section 4.1.A)	\$16.20
Office Assistant (per 4.1.B)	\$17.55
Secretary (per Section 4.1.C)	\$20.25
Mail Clerk (per Section 4.1.D)	\$17.55
Survey Assistant (per 4.1.E)	\$20.25
Cashier (per 4.1.F)	\$18.90
IT Help Desk (per Section 4.1.G)	\$37.00
Paraprofessional (per Section 4.1.H)	\$21.60
Account Clerk (per Section 4.1.I)	\$36.30
Shipping/Receiving Clerk (per Section (4.1.J)	\$17.55
Accountant (per Section 4.1.K)	\$41.25
Accountant II (per Section 4.1.L)	\$74.25
Assistant Project Coordinator (per Section 4.1.M)	\$66.00
Outreach Worker (per Section 4.1.N)	\$22.95
Environmental Health Specialist (per Section 4.1.O)	\$29.70
Human Resources Specialist II (per Section 4.1.P)	\$37.80
Medical Receptionist (per Section 4.1.Q)	\$20.25
Child Protective Services (CPS) Case Aide (per Section 4.1.R)	\$24.30
Contracting Officer (per Section 4.1.S)	\$62.50

CONTRACT AMENDMENT #2

This agreement constitutes an Amendment to Contract Number RFQ 11758-B for Temporary Staffing Services - Secondary between the **COUNTY OF LOUDOUN, VIRGINIA** (the "County") and **SPARKS PERSONNEL SERVICES, INC. dba SPARKS GROUP** (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective June 1, 2019 as follows:

3.2 Term

The Contract will be renewed to cover the period from June 1, 2019 through May 31, 2020. There are three (3) renewal options remaining on this Contract.

4.0 COMPENSATION

See the attached and incorporated "Revised Exhibit I – Pricing Schedule June 1, 2019 through May 31, 2020".

In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

COUNTY OF LOUDOUN, VIRGINIA

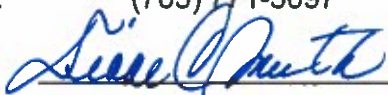
SPARKS PERSONNEL SERVICES, INC. dba SPARKS GROUP

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

700 King Farm Boulevard
Suite 100
Rockville, MD 20850

Phone: (703) 258-3190
Fax: (703) 771-5097

Phone: (301) 279-2300 X1810
Fax: (301) 948-5890

By: 

By: 

Name: Diane C. Smith

Name: Evette Baker

Title: Contracting Officer

Title: President

Date: 03/06/2019

Date: 3/7/2019

APPROVED AS TO FORM:

By: 
Theresa J. Fontana
Assistant County Attorney

ATTACHMENT I

**Revised Exhibit I – Pricing Schedule
June 1, 2019 through May 31, 2020**

<u>Position</u>	<u>Hourly Rate</u>
Clerical Receptionist (per Section 4.1.A)	\$16.52
Office Assistant (per 4.1.B)	\$17.87
Secretary (per Section 4.1.C)	\$20.61
Mail Clerk (per Section 4.1.D)	\$17.87
Survey Assistant (per 4.1.E)	\$20.61
Cashier (per 4.1.F)	\$19.24
IT Help Desk (per Section 4.1.G)	\$37.67
Paraprofessional (per Section 4.1.H)	\$21.99
Account Clerk (per Section 4.1.I)	\$36.95
Shipping/Receiving Clerk (per Section (4.1.J)	\$17.87
Accountant (per Section 4.1.K)	\$41.99
Accountant II (per Section 4.1.L)	\$75.59
Assistant Project Coordinator (per Section 4.1.M)	\$67.19
Outreach Worker (per Section 4.1.N)	\$23.36
Environmental Health Specialist (per Section 4.1.O)	\$30.23
Human Resources Specialist II (per Section 4.1.P)	\$38.48
Medical Receptionist (per Section 4.1.Q)	\$20.61
Child Protective Services (CPS) Case Aide (per Section 4.1.R)	\$24.74
Contracting Officer (per Section 4.1.S)	\$63.63

Term Contract List as "09/24/2020"

Contract Number	Description	Supplier Name	EXP/REN Options	End Date	User	Contract Administrator	Buyer	Agreed Amount
201910	INFORMATION TECHNOLOGY PROFESSIONAL SERVICES C-2943	Y-TECH	EXP	05/04/2022	DIT	WICKENS, WENDY	Lineberry, Sandra A	1,000,000.00
201909	PERFORMANCE MONITORING SOFTWARE FOR MAINFRAME C-2458A	BMC SOFTWARE INC	REN/5	03/23/2025	DIT	CIEHOSKI, MARILEE	Lineberry, Sandra A	500,000.00
201906	SEX OFFENDER GROUP COUNSELING SERVICES, C-2567B	SALVEO CONSULTING PLLC	REN/1	07/31/2021	COMM CORR	HIGGS, APRIL	Walker, Katrice A	20,000.00
201905	STREAM STATION MONITORING, C-701Q	USGS NATIONAL CENTER	REN/1	06/30/2021	B & D	CAIN, BILL	Landayan, Gerald Marasigan	78,820.00
201902	ELECTRONIC PATIENT CARE REPORTING (EPRC) SOFTWARE LICENSE AGREEMENT C-2667A	IMAGETREND INC	REN/1	06/25/2021	DIT	ODELL, MARTA	Lineberry, Sandra A	20,000.00
201900	WELLSKY SERVICE POINT (NOW KNOWN AS COMMUNITY SERVICES) - C-2453B	WELLSKY CORPORATION	REN/1	06/07/2021	DFS	STILES, COLLEEN	Lineberry, Sandra A	30,000.00
201895	TECHNOLOGY PROD/EQUIP/SVS/SOLUTIONS C-2267D	INSIGHT PUBLIC SECTOR INC	REN/2	04/30/2021	DIT	LINEBERRY, SANDRA	Lineberry, Sandra A	500,000.00
201894	ARTS, CRAFTS AND CLASSROOM SUPPLIES RFQ 7763B-C	LAKESHORE LEARNING MATERIALS	REN/2	06/14/2021	PRCS	SHEETS, KAREN	Landayan, Gerald Marasigan	50,000.00
201886	BACKGROUND VERIFICATION SERVICES, RFQ 309D	INQUIRIES SCREENING	EXP	06/30/2021	HUMAN RESOURCES	ALLEN, RONDA	Smith, Diane C	160,000.00
201883	FIRING RANGE MOBILE TRAILERS - C-1142J	WILLIAMS SCOTSMAN INC	EXP	06/30/2021	GEN SVS	TRASK, THOMAS	Henson, Ollie	65,000.00
201880	JOB SCAN/DOCU TEXT MAINTENANCE RENEWAL C-300Y	ASG TECHNOLOGIES GROUP INC	REN/1	06/27/2021	DIT	CIEHOSKI, MARILEE	Lineberry, Sandra A	12,500.00
201877	SOILS, TOP DRESSING, TOP SOIL & INFIELD MIX, RFQ 220783-A	LUCK STONE CORPORATION	REN/6	05/31/2021	PRCS	BURKE, MIKE	Landayan, Gerald Marasigan	500,000.00
201875	DOCUMENT DESTRUCTION AND RECYCLING SERVICES - C-2671A	SAFEGUARD SHREDDING	REN/2	05/31/2021	GEN SVS	COATES, APRIL	Henson, Ollie	45,000.00
201874	CLAIMS ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION RFQ 137782	CORVEL ENTERPRISE COMP INC	REN/3	06/30/2025	HUMAN RESOURCES	BOFINGER, REBEKAH	Smith, Diane C	150,000.00
201869	ARTS, CRAFTS AND CLASSROOM SUPPLIES RFQ 7763B-D	S&S WORLDWIDE INC	REN/2	06/14/2021	PRCS	SHEETS, KAREN	Landayan, Gerald Marasigan	150,000.00
201848	LIBRARY MATERIAL SUPPLIERS RFQ 504C-J	SCHOLASTIC LIBRARY PUBLISHING	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	3,500.00
201846	LIBRARY MATERIAL SUPPLIERS, RFQ 504C-I	RECORDED BOOKS LLC	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	10,000.00
201844	LIBRARY MATERIAL SUPPLIERS, RFQ 504C-H	BRODART CO	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	0.00
201843	LIBRARY MATERIAL SUPPLIERS RFQ 504C-G	MIDWEST TAPE LLC	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	760,000.00
201842	LIBRARY MATERIAL SUPPLIERS RFQ 504C-C	CENGAGE LEARNING INC	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	25,000.00
201841	LIBRARY MATERIAL SUPPLIERS, RFQ 504C-B	BARNES & NOBLE BOOKSELLERS INC	REN/2	06/30/2021	LIBRARY	BROMSER.KLOEDEN, LEAH	Walker, Katrice A	0.00
201837	FURNITURE, FURNISHINGS AND SERVICES - C-2936	DREAM SEAT LLC	REN/3	06/01/2021	FR	BURRIS, EDWARD	Henson, Ollie	50,000.00
201836	ONLINE EMPLOYMENT APPLICATION SYSTEM MAINTENANCE QQ-01148M	JOBAPS INC	REN/1	06/27/2021	DIT	EPPARD, KEVIN	Lineberry, Sandra A	31,000.00
201834	ARTS, CRAFTS AND CLASSROOM SUPPLIES RFQ 7763ARTS, CRAFTS AND CLASSROOM SUPPLIES RFQ 7763B-A	KAPLAN EARLY LEARNING CO	REN/2	06/14/2021	PRCS	SHEETS, KAREN	Landayan, Gerald Marasigan	30,000.00
201833	JANITORIAL SERVICES FOR THE DTCI AND OFFICE AT MILLER DRIVE, RFQ 4752B	ASSOCIATED BUILDING MAINTENANCE CO INC	REN/1	04/30/2021	GEN SVS	VANCE, KATHLEEN	Landayan, Gerald Marasigan	100,000.00
201830	LOBBYING SERVICES C-2935	HEFTY WILEY & GORE PC	REN/4	06/30/2021	ADMIN	KENNEDY, GWEN	Smith, Diane C	110,000.00
201821	PLANTING SERVICES, C-2847A	VIRGINIA WATERS & WETLANDS INC	REN/2	05/14/2021	GEN SVS	TRASK, THOMAS	Landayan, Gerald Marasigan	100,000.00
201818	ARTS, CRAFTS AND CLASSROOM SUPPLIES RFQ 7763B-B	KURTZ BROS INC	REN/2	06/14/2021	PRCS	SHEETS, KAREN	Landayan, Gerald Marasigan	55,000.00
201817	FURNISH AND INSTALL CARPETING AND FLOOR COVERING, C-2332D	COMMERCIAL CARPETS OF AMERICA INC	EXP	06/12/2021	GEN SVS	TRASK, THOMAS	Landayan, Gerald Marasigan	800,000.00
201813	JANITORIAL SERVICES: DULLES SOUTH MULTI-PURPOSE CENTER, RFQ 9759B	1ST LADY JANITORIAL SERVICES LLC	EXP	11/30/2020	GEN SVS	VANCE, KATHLEEN	Landayan, Gerald Marasigan	200,000.00
201812	FOTING EQUIPMENT C-2022E	ELECTION SERVICES ONLINE LLC	REN/14	05/13/2021	ELECTIONS	KEECH, RICHARD	Lineberry, Sandra A	200,000.00
201810	EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES - C-2798A	HERC RENTALS INC	REN/3	06/30/2021	PRCS	GEE, GUINNE	Henson, Ollie	200,000.00
201806	TEMPORARY STAFFING SERVICES - PRIMARY RFQ 11758B-A	TEMPORARY SOLUTIONS INC	REN/2	05/31/2021	ALL	SMITH,DIANE	Smith, Diane C	200,300.00
201795	TEMPORARY STAFFING SERVICES - SECONDARY RFQ 11758B-B	SPARKS GROUP	REN/2	05/31/2021	ALL	SMITH,DIANE	Smith, Diane C	100,000.00
201776	FIRE & RESCUE UNIFORMS: FMO, ECC, AND CIVILIAN RFQ 88782A	MUNICIPAL EMERGENCY SERVICES INC	REN/3	07/31/2021	FREM	REDMAN, MICHELLE	Walker, Katrice A	73,935.00
201766	Q PLUS FOR EMD EXPERT CASE REVIEW SERVICES, C-2596B	PRIORITY DISPATCH CORP	REN/2	06/30/2021	FREM	BURRIS, EDWARD	Walker, Katrice A	28,080.00
201758	CONSTRUCTION OF THE POTOMAC GREEN NEIGHBORHOOD PARK IMPROVEMENTS, RFQ 192782	WAYNESBORO CONSTRUCTION CO INC	EXP	06/09/2021	TCI	MCCARTHY, MEGAN	Mkaimel, Samira	3,275,000.00
201735	AUTOMATED SCALE HOUSE SYSTEM (WASTE MANAGEMENT DIVISION) C-2037E	PARADIGM SOFTWARE LLC	REN/1	12/31/2020	GEN SVS	RUCKER, ROSE	Lineberry, Sandra A	20,000.00



Loudoun County, Virginia

REQUEST FOR PROPOSAL

TEMPORARY STAFFING SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., April 17, 2018 "Atomic" Time

RFP NUMBER: RFQ 11758

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Diane C. Smith, CPPB
Contracting Officer
(571) 258-3190
(703) 771-5097 (Fax)
E-mail address: Diane.Smith@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: March 28, 2018

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

TEMPORARY STAFFING SERVICES

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Prepared By: /S/Diane C. Smith
Contracting Officer

Date: March 28, 2018

TEMPORARY STAFFING SERVICES

1.0 PURPOSE

The intent of this Request for Proposal is to obtain fixed price proposals from firms to provide temporary staffing services for various Loudoun County (County) agencies on an as-needed basis. Staffing assignments may be anywhere from one (1) day or one (1) week, while other assignments may last a few months. The County does not guarantee any minimum amount of services.

The County intends to award one (1) primary Contract and one (1) secondary Contract. The secondary Contractor will be used if the primary Contractor cannot provide service within a twenty-four (24) hour period.

The County intends to award a one (1) year contract with up to four (4) additional one (1) year renewal periods.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 3.1 Offerors must demonstrate that they are financially stable and that they have been in business providing similar service for at least the last five (5) years. The offeror shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- 3.2 Offerors shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for entities in which temporary staffing services have been provided successfully on a consistent basis.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

Job Titles, Job Descriptions and Minimum Requirements

- A. *Clerical/Receptionist*: General clerical work. High school or equivalent, light typing, sorts files, distributes mail and answers phone.
- B. *Office Assistant*: Responsible for general clerical work. High school or equivalent, a course in typing and minimum 55 wpm. One (1) year general clerical work involving public contact. Maintains records and files, prepares routine correspondence, orders supplies, answers phones, operates office equipment, computer, performs data entry and data processing, and acts as a receptionist.
- C. *Secretary*: Performs skilled to complex work requiring typing skills and routine administrative and technical work. Composes routine correspondence, acts as a receptionist, maintains mailing lists, files, and card indexes. Operates standard office equipment, such as personal computers, computer terminals and calculators. High school or equivalent degree with business secretarial courses in typing. At least two (2) years of experience in clerical work and typing speed of 55 wpm.
- D. *Mail Clerk*: Prepares incoming and outgoing mail for distribution. Duties include sorting and routing incoming mail; sealing, stamping and affixing postage to outgoing mail or packages, and keeping necessary records and completed forms. Utilizes postage meter, scale and/or envelope sealer. Operates fax machine. Must have knowledge of post office mailing requirements and policies. Must be familiar with UPS and Federal Express requirements. Maintains mail records and sorts and files material. Provides customer service to County offices regarding mailing information. High school diploma or equivalent minimum experience of two (2) years and valid driver's license.
- E. *Survey Assistant*: Support studies by gathering data from multiple sources and organize data, (e.g., conduct computer surveys, customer service surveys). High school diploma or equivalent. Must have some experience with computer automation.
- F. *Cashiers*: Conducts over the counter transactions and collects money from the public in payment for decals, real estate and personal property taxes. Answer phones and responds to inquiries regarding policies relating to the service provided. Receives, accounts for and balances daily receipts. Performs general clerical and administrative duties in support of department activities. Collects

and processes mail and payments. Enters variety of information into a database in order to update records, process transactions and responds to requests for information. Requires high school diploma or equivalent, minimum two (2) years of experience.

- G. *IT Help Desk Technician:* Answer all incoming calls and e-mails to Helpdesk in a polite and courteous manner. Assigns incoming Helpdesk calls and work orders to appropriate DIT staff based on territory/account assignment, functional area of responsibility, and/or staff availability. Works closely with managers on call assignments, customer problems, and logistics issues. Screens incoming calls and work orders and attempts to provide resolution over the telephone and/or by remote access, including password resets, and troubleshooting problems related to PC's and peripherals, network clients, County standard application software & telecommunications. Requires high school diploma or equivalent.
- H. *Paraprofessional:* Provides professional, administrative and technical support. Research, compile and analyze data and prepare monthly, annual and special reports and documents. Compile, edit, write and/or proofread data and transcribe minutes. May perform specialized duties for assigned departmental programs consistent with qualifications. Requires any combination of education and experience equal to a High School diploma and four (4) years applicable experience.
- I. *Account Clerk:* Responsible for clerical work involving the preparation and/or maintenance of fiscal or related records. Gathers, assembles, tabulates and checks financial data. Maintains financial and statistical records, compiles reports, operates standard office equipment, and participates in computing payrolls and posting records. High school or equivalent degree with courses in bookkeeping and two (2) years of experience in general office work.
- J. *Shipping/Receiving Clerk:* Responsible for assisting County staff with the County surplus store. Requires routine lifting, pushing and/or carrying of heavy equipment. Equipment includes, but is not limited to, computer equipment, office equipment, office furniture, exercise equipment, electronics, etc. Must be able to lift up to 60 pounds. Back belts (30" – 42" waist) are provided by the County. Assist with moving record boxes. Assist with sorting, organizing and documenting surplus items. Good customer service skill required. Must be able to interact with the public. Computer literacy skills a plus. (Note: The County utilizes the loading dock, hand trucks and dollies to assist with the lifting.)
- K. *Accountant:* Performs professional level accounting work to balance and close accounts. Researches, analyzes and resolves discrepancies in accounts related to the fiscal closing process.

Performs accounts payable/accounts receivable/account reconciliation to support the financial function. Maintains financial and statistical records and reports. Requires any combination of education and experience equivalent to a Bachelor's degree in Accounting or related field with a minimum of three (3) years of experience.

- L. *Accountant II:* Performs professional level accounting work to balance and close accounts. Researches, analyzes and resolves discrepancies in accounts related to the fiscal closing process. Performs accounts payable/accounts receivable/account reconciliation to support the financial function. Maintains financial and statistical records and reports. Requires any combination of education and experience equivalent to a Bachelor's degree in Accounting or related field with a minimum of ten (10) years of senior accountant experience and ten years government accounting experience..
- M. *Assistant Project Coordinator:* Provide assistance coordinating project (implementation of Oracle ERP). The work needed will require that the individual have knowledge of Microsoft Project and an advanced working knowledge of the Microsoft Suite of products (Word, Excel, PowerPoint, Microsoft Project). Duties will include taking project meeting notes, writing status reports and PowerPoint briefs, scheduling meetings and coordination of efforts with other team members. Individual shall have experience or working knowledge with Waterfall and Agile Project Methodology. If individual has familiarity with Project Life Cycle or Project Management, it would be a plus.
- N. *Outreach Worker:* Performs public relations functions as well as a variety of activities that may not be directly related to public relations. Performs a variety of activities for a specific program area under direct supervision. Performs a combination of public relations functions such as media relations, publications, events and promotions, etc. Recruitment and retention of Medical Reserve Corps volunteers. Work may be on weekday days and evenings as well as weekend days. Work locations may be indoors and outdoors and may involve some inclement weather. Must have own vehicle and be able to drive to various locations throughout Loudoun County. May be required to take promotional materials and equipment in their own vehicle. Must be able to set up a 10x10 pop up tent and carry up to approximately 50 pounds short distance.
- O. *Environmental Health Specialist:* The candidate will be participating in the Loudoun County Health Department Swimming Pool and High Grass Programs. Duties include inspecting, evaluation and code enforcement of public swimming pools and land parcels with high

grass. The candidate will also be responsible for inspecting and evaluating hotels/motels, day care facilities, camps, special events and food establishments. The candidate will possess a basic knowledge of environmental health with specific knowledge in swimming pool health & safety. Will have familiarity with food sanitation, disease causation, control and prevention methods; and federal, state and local environmental laws. The position requires the ability to read and interpret policies and regulations and to apply them independently; to communicate effectively in writing and verbally. Must have a demonstrated ability to successfully complete courses and training programs. Upon completion of County required training and courses, will conduct swimming pool and land parcel inspections and prepare thorough and accurate documentation of regulatory activities.

P. *Human Resources Specialist II:* The candidate will be participating in the following functions:

1. Writing reclassifications
2. Authority to Recruit
3. Screening applicants
4. Checking references
5. Conducting interviews
6. Working with County HR
7. Researching other localities for similar job classifications

Must be an experienced in HR with at least ten (10) years of experience in the above areas.

Q. *Medical Receptionist:* The candidate will be participating in the following functions:

1. Provide customer service in a fast-paced, community mental health center setting.
2. Routine responsibilities include the utilization of the Department's electronic health record to check-in individuals for medical appointments and schedule follow-up appointments.
3. Additional responsibilities include:
 - a. Verifying billing information and insurance benefits;
 - b. Collecting copayments and other medical fees;
 - c. Answering and directing incoming calls;
 - d. Balancing cash drawer and credit card machine at the end of their shift;

- e. Distributing medication and/or prescriptions; and
- f. Distributing incoming mail, packages and faxes, to include medical record subpoenas.
- g. Individuals should have experience using standard office equipment, to include desktop scanners.
- h. In compliance with the Virginia Department of Behavioral Health and Developmental Services (VA DBHDS) regulations, candidates are required to undergo a criminal and child protective services background check

R. *Child Protective Services (CPS) Case Aide*: The candidate will be participating in the following functions:

1. Provides Case Management Support to Social Work staff:

Assist Child Protective Services Workers by scheduling necessary appointments with families, coordinating written communication to families, assisting Intake Workers as assigned, Provide care to children while family is meeting with Social Worker, manage cancellations of appointments and obtaining consent forms as directed from families. Secures/locates necessary information to support casework such as obtaining medical and other records. Consults with social workers to address problems or service needs of clients. Accompanies Social Work staff when appropriate.

2. Cooperates with Supervisors and Staff to meet Unit and Agency Objectives:

Attend and participates in required meetings and agency meetings. Secure necessary information about meetings when absent. Provides support to peers within the unit and participates as a team member. Follows established agency and unit policies and procedures. Submits accurate and timely records. Keeps supervisor informed of schedule changes. Appropriately and consistently uses in/out boards.

3. Provides Administrative Support to Staff:

Assist Social Workers with paperwork associated with case record maintenance. Demonstrates proficiency in Microsoft Word and OASIS. Assist workers in researching information needed to develop case plans, prepare for court, or prepare informational material used for CPS presentations and client education. Assist with CSA and Family Partnership paperwork, entering client information into OASIS and completing/sending disposition and complaint letters in accordance with CPS State policy regulations.

5.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES

5.1 Employed by the Contractor

All temporary personnel (personnel) shall be employed by the Contractor. The Contractor shall be responsible for all payroll, taxes, worker's compensation, insurance and other federal and state requirements for temporary personnel.

5.2 Right of Refusal

The County shall have the right at any time to refuse or determine unacceptable, any personnel assigned by the Contractor. Refusal of any personnel shall be in accordance with Equal Opportunity Employment Guidelines. Personnel shall be immediately removed and prompt arrangements made for a suitable replacement.

5.3 Recruitment

Recruitment interviews shall be done in person by the Contractor to ensure employment candidates can effectively communicate (in English) and in writing if needed, and have the required knowledge, skills and abilities required of the specific job classification.

5.4 Job Placement Assurance

A. The primary Contractor shall assure a suitable placement to a job order within twenty-four (24) hours from the time of the request and confirming the availability of a suitable placement to report at the required time. (The County will attempt to give approximately a week's notice prior to the beginning of the assignment; however the County may need temporary staff on a much sooner basis.) The Contractor shall provide the appropriate contact person and phone numbers which the County can call to make requests. Answering machines or voicemail systems are not acceptable.

B. The primary Contractor may request additional time beyond the twenty-four (24) hour period, if needed. The County reserves the right to grant or refuse the time extension.

C. In the event the primary Contractor is unable to commit to the job request, the County will cancel the request and place the request with the secondary Contractor. The same procedures shall apply to the secondary Contractor.

In the event the primary or secondary Contractors are not able to fulfill the request, the County shall fill the requirement by soliciting other qualified sources.

5.5 Time Cards

The Contractor shall supply all personnel with time cards. Hours worked will be signed on a daily or weekly basis by a County supervisor. The County

will pay only for actual hours worked at the designated County location. No other expenses or allowances will be paid by the County.

5.6 Interviews

Depending on the length or type of assignment, resumes and interviews may be requested. The County reserves the right to reject any personnel, if at the County's discretion, the personnel's skill level does not meet the job qualifications.

5.7 Placement Assistance

If requested, the Contractor shall provide assistance to any County employee who cannot determine exactly which category of personnel is needed. County staff will provide details about the tasks to be performed and the Contractor shall instruct the County which category best reflects the needs.

5.8 Assignments

All personnel shall be on-site at the time requested in proper attire. If personnel does not show up on time or in appropriate attire, the County reserves the right to request different personnel per Section 5.2 or cancel the placement and acquire personnel from another source.

5.9 Secondary Contractor

The County shall contact the secondary Contractor in the event the primary Contractor is unable to provide the required manpower within the timeframe specified. The fact that there is a secondary Contractor does not relieve the primary Contractor from performance of its contractual obligations under this contract.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract

Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from June 1, 2018 through May 31, 2019, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (unadjusted for seasonal changes) for the current twelve (12) month period.

6.3 Joint Employment

The County will not be considered a joint employer of the Contractors placement personnel under this Contract. Furthermore, the County will not be liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA). Specifically, the Contractor shall:

- A. Determine the FLSA status (exempt or non-exempt) status of their employees.
- B. Keep track of the total hours its employees actually work, for all employers, in each work week.
- C. Compute and pay its employee's worker's wages, including overtime and benefits.
- D. Maintain FLSA required records for its workers.

6.4 Additions/Deletions

The County reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirement change during the term of the contract. Prices for items/services to be added to the contract will be mutually agreed to by the County and the Contractor. A Contract amendment will be issued for each addition or deletion that is approved.

6.5 Subsequent County Employment

The County *will not* pay any charges or fees assessed by the Contractor if an employee assigned under this Contract subsequently becomes an employee of the County as a result of being hired by the County after applying for a

position through the open competitive personnel selection procedures of the County.

6.6 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.7 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.8 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.9 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.10 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to

provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.11 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.12 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that

the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.16 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.20 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal

Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted the "*BILL TO*" address on the Purchase Order

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.22 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.23 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.25 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.26 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.27 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or

(c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

County of Loudoun
Division of Procurement
P.O. Box 7000
Leesburg, VA 20177
Attn: Diane C. Smith
Physical Address
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.30 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to

adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.32 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Adequacy and availability of temporary staffing placements (40 points)
- 7.2 Credentials and related experience (30 points)
- 7.3 Quality and completeness of proposal (5 points)
- 7.4 Compliance with Contract Terms and Conditions. (5 points)
- 7.5 Cost per hour (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall

be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

8.1 Adequacy and availability of temporary staffing placements

- A. Describe the process by which you select and provide personnel to an agency once a request is received?
- B. Does your firm maintain a database of personnel from to access and fill requests?
- C. Describe the screening and testing process of personnel before assigning them to a position?
- D. Describe your firm's ability to fill requests within the twenty-four (24) hour requirement as stated in Section 5.4.

8.2 Credentials and related experience

- A. Provide a brief overview of your firm's operations, to include years in business and size of firm.
- B. Describe your firm's ability to meet or exceed the requirement contained in Sections 4.0 and 5.0

8.3 Compliance with Contract Terms and Conditions

State your firm's compliance with the Contract Terms and Conditions as stated in Section 6.0. Specifically list any deviations.

8.4 Cost per hour for each job category

Provide a cost per hour and an extended price based upon the estimated hours listed in Section 10.0.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement **prior to 4:00 p.m., local Atomic time on April 17, 2018**. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via US Mail to the County of Loudoun, Division of Procurement, P.O. Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the County of Loudoun, Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175.

Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).
- H. Each offeror shall submit one (1) original and four (4) copies of their proposal along with a USB drive to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 12:00 p.m. on April 6, 2018**. It is the responsibility of all offerors to ensure that they have received all Addendums

and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as

specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner

necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.18 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

9.24 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.25 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
Leesburg, Virginia 20175

**10.0 TEMPORARY STAFFING SERVICES
PROPOSAL SUBMISSION FORMS**

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 11758 for the price as stated in the price proposal.

PRICING INFORMATION – SEE ATTACHMENT I

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation (3.0):	_____
5. Proposal Submission Format (8.0)	_____
6. Pricing Form - Attachment I:	_____

7. References (on County form): _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.9): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

ATTACHMENT I

PRICING FORM - ATTACHMENT I

POSITION	HOURLY RATE		PROJECTED HOURS	TOTAL
Clerical/Receptionist (per 4.1.A)	\$ _____/hr.	X	400 hrs.	\$ _____
Office Assistant (per 4.1.B)	\$ _____/hr.	X	200 hrs.	\$ _____
Secretary (per 4.1.C)	\$ _____/hr.	X	300 hrs.	\$ _____
Mail Clerk (per 4.1.D)	\$ _____/hr.	X	150 hrs.	\$ _____
Survey Assistant (per 4.1.E)	\$ _____/hr.	X	250 hrs.	\$ _____
Cashier (per 4.1.F)	\$ _____/hr.	X	200 hrs.	\$ _____
IT Help Desk (per 4.1.G)	\$ _____/hr.	X	400 hrs.	\$ _____
Paraprofessional (per 4.1.H)	\$ _____/hr.	X	500 hrs.	\$ _____
Account Clerk (per 4.1.I)	\$ _____/hr.	X	300 hrs.	\$ _____
Shipping/Receiving Clerk (per 4.1.J)	\$ _____/hr.	X	200 hrs.	\$ _____
Accountant I (per 4.1.K)	\$ _____/hr.	X	250 hrs.	\$ _____
Accountant II (per 4.1.L)	\$ _____/hr.	X	400 hrs.	\$ _____
Assistant Project Coordinator (per 4.1.M)	\$ _____/hr.	X	350 hrs.	\$ _____
Outreach Worker (per 4.1.N)	\$ _____/hr.	X	200 hrs.	\$ _____
Environment Health Specialist (per 4.1.O)	\$ _____/hr.	X	400 hrs.	\$ _____
Human Resource Specialist II (per 4.1.P)	\$ _____/hr.	X	500 hrs.	\$ _____
Medical Receptionist (per 4.1.Q)	\$ _____/hr.	X	600 hrs.	\$ _____
Child Protective Services (CPS) Case Aide (per 4.1.R)	\$ _____/hr.	X	500 hrs.	\$ _____

TOTAL COST \$ _____



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Finance and Procurement

Division of Procurement

P.O. Box 7000, Leesburg, VA 20177

Physical Address: 1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

References for: Temporary Staffing Services, RFQ 11758

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
Length of Time: _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
Length of Time: _____

3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
Length of Time: _____

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 11758

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other _____

RFQ 11758

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MwCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MwCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>