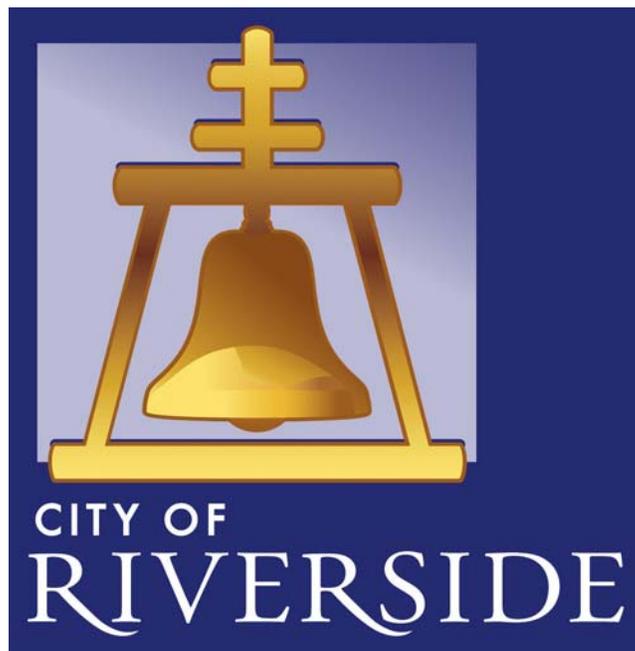

REQUEST FOR PROPOSAL

***Temporary Agency Employee Services
Human Resources Department's Benefits Division***



***HUMAN RESOURCES DEPARTMENT
3900 MAIN STREET
RIVERSIDE, CA 92522***

PROPOSAL DUE: September 5, 2014

**CITY OF RIVERSIDE
REQUEST FOR PROPOSALS**

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**CITY OF RIVERSIDE
REQUEST FOR PROPOSAL (RFP)**

**HUMAN RESOURCES DEPARTMENT
REQUEST FOR PROPOSAL FOR TEMPORARY AGENCY EMPLOYEE
SERVICES
AUGUST 2014**

SECTION 1: INTRODUCTION

The Human Resources Department, hereafter referred to as "Department," of the City of Riverside, hereafter referred to as "City," is soliciting proposals from qualified firms to provide Temporary Agency Employee Services to various City Departments. The City is seeking qualified temporary staffing agency(s) that can provide the City with high-quality, cost-effective, professional and administrative temporary employees for various citywide job classifications.

SECTION 2: GENERAL BACKGROUND and DESCRIPTION

The City of Riverside has approximately 2,050 full-time employees, who work in City Hall and various offsite locations. To maintain the high standard of customer service the City provides, various temporary employee services are needed on a short-term basis.

The City is accepting proposals from qualified temporary service agencies to meet our temporary service needs in a responsive and cost-effective manner. Services required will be on an "as-needed" basis by various City departments and will be coordinated by the Human Resources Department after the normal internal City approval process. No employee shall be placed in a position by the Agency until proper approval has been obtained from the Human Resources Department.

Selected Agencies will be required to enter into a Professional Services Agreement ("Agreement)." Portions of the Agencies' proposal may be incorporated into the Professional Services Agreement. All terms and conditions of the Agreement are non-negotiable.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the successful Agency(s) refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Agency(s).

The City shall not be liable for any pre-contractual expenses incurred by any Agency in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by Agency in: preparing a proposal or related information in response to the RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, the City shall not be liable for expenses incurred as a result of the City's rejection of any proposals made in response to this RFP.

SECTION 3: SCOPE OF SERVICES

A. Reporting Requirements

- 1. Monthly Summary Report - The temporary service agency shall provide management summary reports on a monthly basis and/or as requested. Such reports shall include, but are not limited to:
 - A. Name of employee
 - B. City department
 - C. City supervisor
 - D. Start/Hire Date in current position
 - E. Total hours worked from start date in current position
 - F. Regular hours worked
 - G. Overtime hours worked
 - H. Wages Paid

Monthly reports will be submitted through email to lmeyers@riversideca.gov no later than the 10th of each month for hours worked the previous month.

- 2. Daily Hours Worked Reports – Upon request from the City the agency must provide both daily and total hours worked along with hourly wages paid in a given timeframe.

B. Hours of Work

Normal operating work hours are between 8 a.m. and 5 p.m. in a forty-hour work week, but may vary according to specific needs.

SECTION 4: COMPLIANCE WITH THE LAW

The agency agrees to conduct its operation in full compliance with all applicable local, state and federal laws, rules and regulations governing such operations in effect at the time the Agreement is executed and as amended during the period the Agreement is in effect. The agency agrees to keep the City and its officers notified with respect to applicable changes or pending changes in those areas of law, regulations or case law which may affect the services provided by the agency as soon as information on such changes becomes available.

SECTION 5: INSURANCE REQUIREMENTS

The City of Riverside requires all vendors and contractors to submit proof of insurance coverage before beginning any jobs on City property.

The Insurance Certificate must show the dates of coverage, and the coverage amounts for Liability, Automobile, and Workers Compensation. The City requires minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. The form should also show the City of Riverside as the Certificate Holder, at the bottom of the page. The City address shall be shown as 3900 Main Street, Riverside, CA. 92522. It is not necessary to list any names of City officials.

In addition to the Certificate of Insurance, the City requires an “Additional Endorsement”, whereby the City of Riverside is named as an additional insured.

During the life of the contract, the agency shall purchase and maintain insurance coverage with carriers who are authorized to transact insurance business in the State of California with a policy holder’s rating of A or

higher and a Financial Class of VII or higher. Failure to furnish acceptable evidence of insurance or lapse in the policy will be considered a material breach and grounds for termination of the contract.

The City requires that copies of the current Certificate of Insurance and Additional Endorsement forms, naming the City as the Certificate Holder and additional insured be provided with your bid package. Subsequent insurance changes/renewals should be sent directly to the Purchasing Office.

Detailed insurance requirements can be found under Exhibit A.

SECTION 6: PERMITS AND LICENSES

Upon acceptance of the bid, the agency shall provide proof of the following:

1. The agency has a valid Business Tax Registration and City Business License obtained from the City.
2. Agents, servants, representatives, and employees of the agency who are to perform services for the City have valid licenses, permits, certificates, or other qualifications as required by law.

SECTION 7: PROPOSAL REQUIREMENTS

1. Four (4) typed copies (1 original and 3 copies) of the Proposal must be submitted to the office listed below in item 14 no later than 4 p.m., on Friday, September 5, 2014.
2. List of references, preferably public sector, (a minimum of three) with contact names and phone numbers.
3. List any professional organization(s) of which your agency is a current member.
4. Rate schedule information.
5. Description of your personnel screening process. Include any pre-employment testing along with the methods and types of background checks the Agency conducts. For example: Use of a Live Scan fingerprinting service.
6. Reasonable suspicion and post-accident testing policy.
7. Employee code of conduct policy.
8. Specific requirements on handling temporary employees who will be driving.
9. Description of invoicing policy.
10. Description of the benefits you provide temporary employees, if any (i.e. health insurance, life insurance, etc.).

A. Pricing and Price Adjustments

1. Pricing shall remain firm for the period stated on the proposal sheet.
2. Price adjustments, if required, may be negotiated between the successful bidder/contract holder and the City of Riverside at the time contract renewal options are to be exercised. Also, because of changing market rates for specialized technical skills, the City may from time to time change the base pay rate for a specific position, but the agency will guarantee the overhead rates listed on the proposal sheet.

B. Employment Offer

The City reserves the right to hire an employee of the agency and reserves the right to do so without penalty or fee after the employee of the agency has worked at the City for a period of sixty (60) days.

C. Invoicing

All invoices shall reflect the following information:

1. Department name and cost center number
2. Temporary agency employee name
3. Temporary employee classification
4. Date services rendered and total hours worked
5. Bill rate per hour and extended total

Invoices will be sent to the applicable Department(s) on a monthly basis.

SECTION 8: PROPOSAL SCHEDULE

- Week of August 18, 2014 - Post RFP to allow interested firms to apply
- September 5, 2014 - Proposals must be submitted by interested firms by 4:00 p.m.
- Week of September 8, 2014 - City staff reviews proposals/make selection
- Week of September 15, 2014 - City staff will notify firms of decision
- Week of September 23, 2014 - City Council approval and award of contract
- October 1, 2014 - Contracted work begins

SECTION 9: INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

The proposer shall provide an original, along with three (3) copies of the proposal to the Human Resources Department no later than 4:00 p.m. on September 5, 2014. Faxed or e-mailed proposals will not be accepted. This date and time will close the proposal period. This date and time is fixed and no extensions will be granted. All interested parties are encouraged to email Lori Meyers, Human Resources Analyst, at lmeyers@riversideca.gov with any questions not addressed in this request. Each proposal will be considered binding for 90 days following the proposal date. Proposals are to be mailed or delivered to:

Miriana Gonzalez, Principal Human Resources Analyst
 Human Resources Department
 City of Riverside
 3900 Main Street, 5th Floor
 Riverside, CA 92522
 Tel: (951)826-2366
mgonzalez@riversideca.gov

The City reserves the right to reject all proposals without qualification. The City reserves the right to revise or amend the request for proposal up to the submittal deadline. Any revisions or amendments, if any, shall be announced by amendments to this solicitation.

SECTION 10: SELECTION PROCESS

1. The City reserves the right to make multiple awards by individual area of focus, or any combination thereof, or to award all classifications to one bidder or to multiple bidders, whichever it determines to provide the best value and to be in its best interest.
2. The City reserves the right to award the bid on the basis of primary contracts and secondary contracts.
3. The award will take into consideration, but not be limited to, the following:
 - A. Billing rates submitted
 - B. Demonstrated capability to support a contract of this type
 - C. Past performance of bidder
 - D. Quality of temporary employees provided
 - E. Professionalism of vendor
 - F. Positive references
 - G. Stability of agency
 - H. Professional organizations
 - I. Background of office staff
 - J. Recruiting practices
 - K. Screening and testing methods and quality control
 - L. Guarantees of performance and response time
 - M. Completeness of bid package
 - N. Management reports
 - O. Type(s) of specialized services offered
4. The City reserves the right to retain existing temporary workers under pre-existing arrangements.
5. The award of a contract will be non-exclusive and of indefinite quantity.
6. The City reserves the right to reject any and all proposals, to waive any technicalities, informalities, and irregularities, to accept or reject all or part of this proposal, and to be the sole judge of the suitability of the proposals offered.
7. All proposals will be reviewed by City Staff.
8. The most highly qualified Agency(s) shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms for the Scope of Work, and/or pricing then the City will end negotiations with that Agency(s) and begin negotiations with the next Agency which best meets the needs of the City, and so on until the City and the Agency reach agreement.
9. One or more agencies may be approved to provide temporary employee services. They will be ranked in order of preference by the selection panel.
10. Each agency will be required to execute an Agreement and to provide original certificates of the necessary insurance and business license. No Agreement will be effective until approved by the Riverside City Council and executed by its designee.

SECTION 11: JOB DESCRIPTIONS

Job classifications for the most commonly requested City positions are listed in Section 12 Rate Schedule. When a request is submitted and approved through the City's internal process, the requesting department will provide more specific details if necessary to clarify particular areas of needed expertise. The temporary worker offered by the agency shall meet or exceed the qualifications listed in the associated job description. Proof may be required at the option of the City. A more comprehensive list of job classifications can be accessed through the City website along with the appropriate job descriptions, and the City's salary schedule at: <http://www.riversideca.gov/human/>

SECTION 12: RATE SCHEDULE

Please provide a rate schedule including the most commonly requested City classifications, listed below, along with other positions offered by your agency (as listed below: Job Descriptions, and/or identified on the City website), hourly pay rate and hourly bill rate and percentage of markup lead by the statement below.

"We offer the City of Riverside the following hourly rate schedule for the period beginning with the date of execution of the contract with approval of the agreement by the Riverside City Council and executed by its designee to June 30, 2017, with the option of two one-year renewal by mutual consent, not to exceed the date of June 30, 2019.

Management and Executive				
<i>(Management and Executive classifications may serve in various areas.)</i>				
	CLASSIFICATION	PAY RATE (\$)	BILL RATE (\$)	% MARK UP
	Administrative Analyst			
	Management Analyst			
	Senior Accountant			
Accounting and Clerical				
<i>(Accounting and Clerical classification may serve in various areas.)</i>				
	CLASSIFICATION	PAY RATE (\$)	BILL RATE (\$)	% MARK UP
	Accountant			
	Accounting Technician			
	Administrative Intern			
	Clerical Assistant			
	Office Specialist			
	Outreach Worker			
	Project Assistant			
	Revenue Representative			
	Sr. Office Specialist			
Labor				
<i>(Labor classifications may serve in various areas.)</i>				
	CLASSIFICATION	PAY RATE (\$)	BILL RATE (\$)	% MARK UP
	Custodian			
	General Service Worker			
	Equipment Service Worker			
	Maintenance Worker			
Technical				
<i>(Technical classifications may serve in various areas including Civil, Electric, Substation, and Water.)</i>				
	CLASSIFICATION	PAY RATE (\$)	BILL RATE (\$)	% MARK UP
	Assistant Engineer			
	Associate Engineer			
	Construction Inspector			
	Electrician			
	Engineer			
	Engineering Aide			
	Engineering Technician			
	Project Inspector			
	Sr. Engineering Aide			
	Sr. Engineering Technician			

If discounts are offered or if pay rates other than those initially proposed are later mutually agreed upon, the proposed overhead charges will be based on the table below:

Overhead and Billing Rates for Modified Pay Rates

Basic Hourly Pay Rate	O.H. %	Standard Billing Rate	O.H. %	*Discounted Rate (if any)	O.H. %
\$ 9.00 - 9.99	% ____	\$ _____	% ____	\$ _____	% ____
10.00 - 14.99	% ____	\$ _____	% ____	\$ _____	% ____
15.00 - 19.99	% ____	\$ _____	% ____	\$ _____	% ____
20.00 - 24.99	% ____	\$ _____	% ____	\$ _____	% ____
25.00 - 29.99	% ____	\$ _____	% ____	\$ _____	% ____
30.00 and up	% ____	\$ _____	% ____	\$ _____	% ____

Please note the basis for any discounts, if offered, on overhead rates for using the same temporary employee longer than 60 working days, or for using a worker discovered and referred to the Agency by the City. Provide additional table if cumulative or other discounts are available.

SECTION 13: GENERAL TERMS & CONDITIONS

1. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract.
2. The proposal shall be signed by an official authorized to bind the agency. It should also include the name, title, address and telephone numbers of individuals with authority to negotiate and contractually bind the agency, and who may be contacted during the period of proposal evaluation.
3. This Request for Proposal does not commit the City of Riverside to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP. The City of Riverside reserves the right to negotiate the scope of services and the proposed contract price with the firm, or to cancel in part or in its entirety this Request for Proposal.
4. The Temporary Agency provider, by submitting the proposal, waives all rights to protest or seek any legal remedy whatsoever regarding any aspect of the RFP, the selection process, the City of Riverside’s review of the proposal, and any agreement that the City may enter into as a result of the proposal submitted.
5. The proposal shall be considered binding for ninety (90) days after the proposal due date to allow for staff’s evaluation and recommendation for award.

6. The City reserves the right to reject all proposals without qualification. The agency, by submitting the proposal, waives all rights to protect or seek any legal remedy whatsoever regarding any aspect of the RFP, the City's selection process, the City's review of any proposals and any agreement that the City may enter into as a result of the proposals submitted. The proposal will be considered binding for 90 days after the proposal due date.
7. New job descriptions added and mutually agreed upon by the City and the agency shall be discounted at the current contract discount rate, if any, as outlined in Section 12: Rate Schedule.
8. The City's Human Resources Director, or designated representative, shall administer the Agreement on behalf of the City.
9. At all times during the term thereof and in the performance of the services to be rendered hereunder, contractor and its agents, servants, representatives, and employees shall act as independent contractors, and shall not act as, and shall not be, and shall not in any manner be construed to be, agents, officers, representatives or employees of City.
10. During its performance of the required services, the agency shall not discriminate on the grounds of race, color, religion, national origin, sex, sexual orientation, or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, in the selection or retention of employees and sub-consultants and the procurement of materials and equipment.
11. While working, or while on City property or at a City function, temporary workers shall not discriminate on the grounds of race, color, religion, national origin, sex, sexual orientation, or disability, and shall not harass any agent, officer, or employee of the City or any other person.
12. While working, or while on City property or at a City function, temporary workers shall comply with City and department policies, regulations, and standards regarding workplace behavior, workplace safety, confidentiality and standards of performance.
13. The terms and conditions contained in the attached Agreement or, in the sole discretion of the City, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreements that results from this Request for Proposals.
14. The selected provider(s) will be required to sign and be bound by a Professional Services Agreement ("Agreement"). All terms and conditions of the Agreement are non-negotiable.
15. The term of the contact will be from date the contract is executed through June 30, 2017, with an option for two (2), two (1) year annual renewals thereafter upon mutual agreement of both parties for a total possible contact term through June 30, 2019.

SECTION 14: PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review. However, the Proposals shall not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

EXHIBIT A

12. Insurance.

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of

Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:
It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial

General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.