



January 14, 2014

REQUEST FOR PROPOSAL

The City of Desert Hot Springs, hereinafter referred to as the City, is inviting proposals from qualified firms to provide Temporary Staffing Services, as needed. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of a Consulting firm to provide a temporary staffing as needed by the City:

1. Request for Proposal Dated: January 14, 2014
2. RFP Question Deadline February 24, 2014
3. **Deadline for filing RFP: *March 17, 2014***
4. City review of proposals: March 18 – March 27, 2014
5. Award Contract: March 31, 2014

Prior to 4:00 p.m., on March 17, 2014 proposals shall be submitted to:

The City Clerk
City of Desert Hot Springs
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240

All Proposals must be received by the City no later than **4:00 PM, PST, March 17, 2014**, where at such time and said place Proposals will be publicly opened, examined and declared. Any proposal may be withdrawn by Offeror(s) prior to the above scheduled time for the opening of Proposals. Any proposal received after that time and date specified shall **NOT** be considered.

All questions regarding this RFP must be directed to Linda Kelly, Program and Financial Specialist at Lkelly@cityofdhs.org. **Contact with City of Desert Hot Springs personnel other than those listed above regarding this RFP may be grounds for elimination from the selection process.**

The City will also accept questions by email; however, all emailed questions must be received by the City no later than 1:00 PM, PST, February 24, 2014. Send email questions to Linda Kelly, Program and Financial Specialist, at Lkelly@cityofdhs.org Inquiries received after 1:00 PM

February 24, 2014 will not be accepted. Responses from the City will be communicated in writing to all recipients of this RFP, by a posting to the City's website, www.cityofdhs.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Aguer", followed by a long horizontal flourish line.

Amy Aguer
Director of Finance and Administration

**CITY OF DESERT HOT SPRINGS
REQUEST FOR PROPOSAL
TEMPORARY STAFFING SERVICES**

PART I: SELECTION CRITERIA

A final contract will be awarded to the firm who can best meet the requirements as specified; and provide high quality, cost effective Temporary Staffing Services, as determined by the City Staff/Council based on the following factors which are listed without implication of priority:

1. Information regarding the Firm's experience and qualifications to successfully provide Temporary Staffing Services.
2. The ability and willingness of the Firm to meet all requirements as outlined in the scope of work (see Exhibit A).
3. Provide a list of client references and an outline of any experience the Firm has had in providing Temporary Staffing Services, as needed within the City's organization. Include the name, address and telephone number of client references that may be contacted, as well as a brief description of each project, explaining the service(s) performed.
4. The thoroughness and conformity of the proposal package and cost of services to complete the scope of work identified in Exhibit A.
5. Provide an estimate and compensation schedule on the scope of work as outlined in Exhibit A and a proposed fee schedule. **Please understand all proposals will be evaluated based on the Scope of Work, Exhibit A, established herein. It is the responsibility of the submitter to review and understand all of the requirements in the Scope of Work.** During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions.

PART II: INSTRUCTIONS, CONDITIONS, and LEGAL REQUIREMENTS

1. The City of Desert Hot Springs has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).
2. The Firm shall defend, indemnify, and hold the City of Desert Hot Springs, its officers, agents, volunteers, and employees free and harmless from any and all causes of action or claims of damages arising out of or related to the Firm's performance under this contract.
3. The City reserves the right to negotiate terms and scope of work with the highest ranked Firm. If an agreement cannot be negotiated the City reserves the right to negotiate with any other firm.

4. Selected Firm is required to comply with all existing State and Federal labor laws. If the Firm out-sources any work or job to a sub-Contractor/Consultant, it will be the prime Firm's responsibility to ensure that all sub-Contractors/Consultants meet the requirements as stated in this RFP.
5. A contract will be awarded to the most qualified Firm. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to scope of work in Exhibit A; financial ability to fulfill the contract; ability to meet scope of work; terms of payment; compatibility, as required; number of sub-Contractors/Consultants the main firm may need to employ for out-sourced work; other costs; and other objectives and accountable factors which are reasonable. The City reserves the right to select a Firm to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.
6. Before execution of the contract, the selected Firm is obligated to provide evidence of liability insurance to include: Worker's Compensation, General Liability, and Automobile Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate.
7. The successful Firm shall be an independent contractor, and nothing shall be construed to cause the Firm to be deemed or represent itself as an agent or employee of the City.
8. Any evidence of agreement or collusion among Firm acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Firm void.
9. The selected Firm agrees to maintain a City of Desert Hot Springs Business License for the duration of the contract.
10. Firm agrees that all service by the Firm shall be to the satisfaction of authorized City personnel. In the event that the Firm defaults on performance of any of these requirements, then the City shall have the right to terminate this agreement upon thirty (30) days written notice delivered to the Firm by certified mail or courier. Termination of the contract will not relieve the Firm of any liability to the City for damages sustained by the City because of any breach of contract by the Firm, and the City may withhold any payments to the Firm until such time as the exact amount of damages due the City from the Firm is determined.
11. The Firm shall submit a list of at least five (5) references that have purchased Temporary Staffing Services from the Firm. Firm shall provide company name, contact name and phone number for each reference.
12. The term of the contract shall commence upon execution by the City Council or authorized City representative and continue through a date to be determined. The City reserves the option to extend the contract(s) under the same terms and conditions for a maximum of two (2) additional years at current price levels.

13. The contract between Firm and the City is non-transferable. Firm shall under no circumstances assign the agreement without written permission of the City. Firm shall notify the City, in writing, of any change in ownership at least thirty (30) days prior to said change.
14. The standard form of the City's professional services agreement is attached hereto as Exhibit B. The selected Firm will be required to enter into this Agreement. By submitting a proposal, Firm certifies to the City that they have reviewed the Specifications of the RFP and the terms of the agreement and have incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.
15. The City's terms for payment are net 30 upon receipt of invoice. Firm shall submit invoices between the first and fifteenth business day of each month for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees.
16. Prohibited Interest – No officer, elected official, or employee of the City of Desert Hot Springs shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Firm, or Firm's sub-Contractors/Consultants for this project, during his/her tenure or for one year thereafter. The Firm hereby warrants and represents to the City that no officer or employee of the City of Desert Hot Springs has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Firm or Firm's sub-Contractors/Consultants on this project. Firm further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.
17. The selected Firm Representative must be live scanned (fingerprinted) before execution of an official agreement by the City of Desert Hot Springs Police Department at the Firm's expense.

PART III QUALIFICATIONS

Please provide a resume of each staff member that will be working with the City directly to provide Temporary Staffing Services, as needed by the City. The resume should include, but is not limited to, the following information:

Range of experience related to providing and recommending appropriate temporary staffing services, as requested; number of years performing this type of service; education; number of years with firm; title of position with the firm; hourly rates and name of individual.

PART IV: GENERAL INFORMATION

1. Firm is required to carefully and fully investigate all of the requirements of this RFP. By submitting a proposal, Firm represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.
2. The City reserves the right to reject any and all proposals when deemed necessary.
3. The City will not reimburse firms for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. The City reserves the right to request any Firm submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.
5. If an Exhibit "A" requirement cannot be met by a Firm, then the Firm should submit a "No Proposal" response for the items affected. Alternate or equivalent items may be submitted for consideration by the City, unless otherwise specified.
6. All submitted proposals and information included therein or attached thereto shall become public records upon contract award.
7. Firm is requested to provide any exceptions, additional information or suggestions that will aid in the City's selection process.
8. Any questions regarding this RFP should be referred, to Linda Kelly, Program and Financial Specialist at Lkelly@cityofdhs.org.

Exhibit A

The Scope of Work for Temporary Staffing

OBJECTIVES:

The City is requesting a proposal with a firm to provide qualified temporary staffing, as needed by the City. Contracting with a temporary staffing agency provides the City with cost effective staffing resources in order to meet the City's need and to staff up or down in response to current and future workload demands. Access to sources of well-qualified and experienced personnel provides an alternative to employing full-time, benefited personnel during periods of economic slowdown and organization downsizing.

The Firm selected will provide competitive rates for temporary staffing that would meet all of the City's contractual requirements, if needed. The Firm should specialize in satisfying local governmental staffing needs and should work closely with local workforce development agencies to identify local employees for staffing opportunities.

The following are areas of City functional areas where temporary staffing could assist the City when identified by the various management staff:

- Accountant – Temporary Projects
- Accounts Payable
- Administrative Assistant
- Building Services
- Claim Settlement
- Engineering Services
- Grant Reimbursement
- Property Claim Recovery
- Records Management

Please provide hourly rates for these positions that would be offered on a 180-day basis, as these hourly rates will be used to evaluate the Request for Proposal.

Temporary Staffing may not be limited to the above list, but, as projects arise City management staff would identify any additional staffing needs, create a temporary job description and also duration of time needed to complete the specific project.

Depending on the project management could request the following types of client services:

- Temporary Staffing – temporary staffing needed to fill vacancies for budgeted positions left open due to staff turnover, retirements, staff augmentation to assist with projects, which are paid for with special grants, or budgeted transfers and interim staff to assist with one-time projects.

- Interim Placement – temporary staffing for department heads, managers and executive level staffing for a temporary period until such time as a full time employee can be hired.

Temp to Hire Staffing – temporary staffing that is hired after a few months of service for the City; management makes a decision to hire this temporary staff member in a full-time budgeted position.

Although your firm from may have Direct Hire Services, Management Recruiting and Executive Search recruiting, it may not be required by the City at this time, but we are requesting that you include any information and costs associated with these type of services in your proposal.

The City is looking for a Temporary Staffing Firm that will assist with all phases of the staffing process including but not limited to: search and selection process; confidentiality; compatibility assessment (avoiding costly hiring services), etc, if needed.

In most cases the City will contact the Temporary Staffing Firm advising of a particular temporary staffing position and will request that the Firm go through their client banks and send back to the City for review resumes of prospective available applicants. The City will review the resumes and advise the Firm which applicants that they want to interview and schedule out the appointments with the Temporary Staffing Firm.

Each applicant would be asked the same questions and would be interviewed by the same interview panel to ensure continuity in the interview process.

If there are fees associated and time limits associated with the Temp-to-Hire candidates please advise at what point in time the costs to the City to hire the individual “go away”. In most cases it is an agreed upon time period in the position.

The City staff will provide the day to day supervision of the temporary staff member once placed in the temporary position. Under no circumstances will this temporary staff member be permitted to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that the City will have full responsibility for providing a safe working condition, as required by law, including insuring that safety plans exit for and safety related training is provided to the temporary staff.

Each Temporary Staff member hired by the City will be required to complete a time sheet weekly which will be reviewed and approved by their direct supervisor. Overtime will be paid at 1.5 times the normal agreed upon billing rate. All work weeks will be based on (40) hours per week unless agreed upon by the City and the Firm based on the project.

The proposal being submitted should be submitted for each position as listed above for comparison basis between the proposals received. You will need to include the rate guaranteed, any fee to convert from temporary to direct employment (including timeframe) and any comparison rates that would fall into the same category (example Administrative Assistant I, II and III) if it applies.