REQUEST FOR PROPOSAL NO. 16-057
ARKANSAS TECH UNIVERSITY
Procurement Services
Young Building East End
203 West O Street
Russellville, AR  72801-2222
RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE
WITH THE RFP NUMBER, OPENING DATE AND TIME SHOWN ON
THE OUTSIDE OF THE ENVELOPE.
FAXED RESPONSES WILL NOT BE ACCEPTED.

RESPONSE DUE BY:                           April 22, 2016
TIME:      2:00 p.m.

ALL VENDORS
For additional information, contact Jessica Holloway, Director of
Procurement and Risk Management Services.
Tel:  479-968-0269 Fax:  479-968-0633  jholloway@atu.edu

ALL Respondents will be required to complete the following forms:

Contract and Grant Disclosure and Certification Form
EEO Policy Letter
Illegal Immigrant Certification Form

Forms are available on our web site.   www.atu.edu/purchasing

Failure to provide the completed forms may result in rejection of response.

DESCRIPTION

Scope:
Arkansas Tech University is requesting sealed proposals for a qualified firm to provide Temporary Staffing. Contract term will be approximately May 1, 2016 through April 30, 2017, with an option to renew on an annual basis for a maximum of six (6) additional terms.

Written responses will be considered if received by 2:00 p.m. April 22, 2016

Written responses shall include:
1) Current office size, personnel description, workload and all outside consultants to be used
2) Current contracts with State Agencies or Educational Facilities
3) Similar project experience
4) Submit proof of current professional liability insurance coverage
5) Submit three (3) references with contact name and telephone number
6) Sample contract and/or agreement
7) Background screening process
8) Reasonableness of proposed fee schedule in relation to scope of services Provided.

COST PROPOSAL MUST BE INCLUDED WITH PROPOSAL, BUT IN A SEPARATE, SEALED ENVELOPE. The firm’s qualifications will be evaluated prior to the cost proposal contents being reviewed.

Cost proposal should include cost for multiple job duties; custodial, landscaping/grounds, secretarial, etc.
Areas of particular interest:

CUSTODIAL WORKERS
Custodial Worker Must be 18 years of age or older and available to work odd shift and fluctuating hours as required for special events. Custodial worker will be responsible for all custodial duties required to clean and maintain thru out the university.

UNSKILLED LABORERS
Job duties to include but not limited to:
Loading, unloading and moving material that may weigh over 50 lbs.
Setting up and dismantling event tents
Setting up and removing event tables and chairs
Clean up during and after events
Installing and removing temporary floor covering for events

SCOPE OF SERVICES

1. Individual departments will be able to contact the Contractor(s) with whom Arkansas Tech University has contracted temporary staffing services. Contractor shall provide the names and telephone number of the primary contact person(s) to call whenever temporary personnel are needed. Arkansas Tech University shall be notified of any change in this information during the contract period.

2. Selected Contractor shall provide temporary employees that present a clean and groomed appearance.

3. At any time during the assigned work period the department may elect to terminate the services of the assigned employee. If this termination is the result of the temporary employee not meeting the minimum requirements of the position description or if the temporary employee decides to leave the assignment, Arkansas Tech University requires that a replacement employee of appropriate capability be placed immediately.

4. The contractor shall be responsible for all accounting and payroll functions in connection with its services, including records of deductions and state and federal taxes. The contractor must maintain complete and accurate accounting records to substantiate all charges and must provide each of its employees with weekly timesheets or event sheets per event. Timesheets shall be maintained by each employee on a daily basis and, at the end of each week, the hours of work by each employee shall be approved by the hiring department. Timesheets must be signed and faxed to the Contractor by non-temporary employee staff.

5. Billing may be on a weekly basis. Invoicing procedures to be determined upon contract award.

6. Contractor must comply with the Fair Labor Stand Act (FLSA) of 1938, as amended, and U.S. Department of Labor part 516 pertaining to employee record keeping requirements.

7. Contractor shall be responsible for all garnishment claims for their employees.

8. Contractor shall be responsible for all unemployment claims for their employees.


10. Contractor will assign a dedicated account representative(s) (and backup) to the Arkansas Tech University account. Person(s) should be dedicated specifically and may be required to come in and check employees in and out for large events.
11. Contractor should commit to providing departments potential candidates for any position within 48 hours of a request.

12. Temporary personnel shall be employed by the contractor. The contractor shall be responsible for all payroll taxes, Worker’s Compensation, payroll reports, and all other employer federal and state record keeping and reporting requirement for temporary personnel.

13. Jobs requiring a driver’s record check must have completed results before driving.

14. Contractor, at its expense, shall conduct a criminal conviction screening on all employees who regularly work on the Arkansas Tech University campus, or have access to Arkansas Tech University computer systems, including remote access. A criminal conviction check should consist of at least the following:
   a. National criminal database search to include at least felony and misdemeanor convictions.
   b. A social security trace to identify where the candidate/employee has lived for the past 7 years.
   c. County level court searches to identify at least felony and misdemeanor convictions in all counties where the candidate/employee has lived in the past 7 years (as identified by the social security trace)
   d. Search of the National Sex Offender database.

15. All temporary employees shall be subject to the same background checks required for full-time University employees. Any temporary employee that does not pass a criminal background check is not eligible for placement at any time.

16. Provide guaranteed response time for employees reporting for duty at the University job site. The department will specify how much notice is required to provide job placement.

17. At any time, the University reserves the right, without any fees or penalties, to consider any temporary employee for full-time employment, should they be deemed the most qualified candidate through a standard university hiring process. Additionally, temporary employees shall be allowed to immediately become employed by a successful future vendor of the University without fees or penalties of any kind.

18. The contractor, being the employer of the temporary employees, will provide in accordance with the Rehabilitation Act and the Americans with Disabilities Act any special equipment or services that is required for a temporary employee to perform the duties that they are assigned. If an interpreter is required in order for a temporary employee to perform the assigned duties, the Vendor will provide the interpreter at the Vendor’s expense.

**ESCALATION CLAUSE:**
If vendor requires an increase in the price of the Services after the initial contract period, the increase must be stated in a percentage for each of the additional years.

**Award:**
The University reserves the right to negotiate with the firm selected for best and final offer.

Award will be made in the best interest of the University; however, the University reserves the right to not award any contract pursuant to this RFP.
Proposals that are substantially incomplete or lack key information will be rejected.

**Notification**
All bidders will be notified in writing of the company selected. All materials and documentation submitted to the University in response to this RFP shall belong to the University exclusively. Proprietary information shall not be subject to public disclosure.

**Cancellation**
The University reserves the right to cancel any resulting contract, in part or in whole, without penalty upon 30 days written notice to the Contractor. Any cancellation shall not relieve the Contractor of the obligation to perform on all outstanding accounts placed prior to the effective date of cancellation.

ATU reserves the right to terminate any resultant contract at any time if the auditor’s opinion is other than qualified.

**Funding Out Clause:**
Following is the Arkansas Office of State Procurement’s policy for multiple year contracts:

“In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the University may agree to continue the contract, but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the University must be paid but does not obligate the University to continue the contract beyond the end of a biennial period.”

**Proposal Submission**
Vendors interested in submitting proposals must submit all documentation by 2:00 p.m. CDT, Friday, April 22, 2016. **Send one (1) original and three (3) copies to:**

Jessica Holloway – RFP 13-123
Procurement Services
Arkansas Tech University
203 West O Street
Russellville, AR  72801-2222

Authorized representative of the Bidder must sign the proposals in ink. Failure to do so will result in rejection of bid.

Mark proposals with “RFP 16-057” on the outside of the envelope.

Respondent is responsible for checking the web site for any addenda. [www.atu.edu/purchasing](http://www.atu.edu/purchasing)
**Performance Based Standards:**
Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract by the university.

### Milestone Payment Contracts

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<thead>
<tr>
<th>Standards</th>
<th>Remedies</th>
</tr>
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<tbody>
<tr>
<td>Milestone deadlines are met</td>
<td>Vendor must provide an acceptable remediation plan</td>
</tr>
<tr>
<td>Work products are professional &amp; comprehensive</td>
<td>Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced</td>
</tr>
<tr>
<td>Work products are professional &amp; comprehensive</td>
<td>Replacement resources acceptable to Arkansas Tech University may be required</td>
</tr>
<tr>
<td>Work products are professional &amp; comprehensive</td>
<td>Contract may be cancelled</td>
</tr>
</tbody>
</table>

### Time & Materials Contracts

<table>
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<tr>
<th>Standards</th>
<th>Remedies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services are provided in a timely and professional manner</td>
<td>Vendor must provide an acceptable remediation plan</td>
</tr>
<tr>
<td>Work products are professional, comprehensive and consistent with the contracted skill level</td>
<td>Payment may be withheld in part or in whole until acceptable work products are produced</td>
</tr>
<tr>
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<tr>
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<td>Contract may be cancelled</td>
</tr>
</tbody>
</table>
A party wishing to contract with the University shall agree:

1. Nothing in this agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.

2. This agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.

3. Company agrees that it is solely responsible for obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Further, Company states that it has or will obtain all required and necessary rights, licenses, titles, for all items, services, goods, products, or activities performed or provided.

4. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran’s Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

5. Upon the signing of this contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.

6. The parties agree and understand that approval of this agreement or any amendments to this agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this contract shall terminate automatically with no penalty to Arkansas Tech University.

7. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.

8. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.

9. Company agrees that upon termination of the Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University’s data or records that are in the possession of Company.

10. Company agrees that it shall obtain and maintain at its sole expense a general commercial liability insurance policy which policy shall have limits of no less than one million dollars ($1,000,000.00) per occurrence.
11. Company agrees that it will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company’s successors and assigns.

12. Company agrees that it is solely responsible for obtaining all required permission, licenses, or other authority for labor that is provided. Further, Company states that it has or will obtain all required and necessary permits, rights, licenses, titles, or other necessary documentation from the Arkansas Department of Labor for all performances or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all labor violations, fines, or other penalties that arise or are incurred as a result of Company’s performance or activity on the campus of Arkansas Tech University.

13. Company agrees that any information of Arkansas Tech University or relating to Arkansas Tech University’s business, which Company obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Arkansas Tech University’s representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.

14. Company agrees that pursuant to A.C.A. §19-11-267, a performance based clause to be agreed upon between the parties that will be included in the contract. This clause will establish service criteria, acceptable performance, and damages payable to Arkansas Tech University for insufficient performance by the Company.

| Signature | date |