



DEPARTMENT OF HUMAN RESOURCES

COUNTY OF HUMBOLDT

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COUNTY OF HUMBOLDT

REQUEST FOR PROPOSALS – NO. HR2020- 100 **Temporary Staffing Services**



**Request for Proposal (RFP)
Cover Page**
Dept. of Human Resources
County of Humboldt, Eureka, CA

COUNTY AGENCY

Human Resources

RFP NUMBER

HR2020- 100

RFP TITLE

Temporary Staffing Services

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for temporary staffing services for use by various departments within the County of Humboldt.

**DEADLINE FOR
RFP SUBMISSION**

DEADLINE FOR PROPOSALS TO BE RECEIVED

February 21, 2020

1:30 P.M. Pacific Standard Time

ORIGINAL PROPOSALS ONLY

LATE, FAXED, EMAILED OR UNSIGNED PROPOSALS WILL BE REJECTED

**SUBMIT RFP TO
THIS ADDRESS**

HUMBOLDT COUNTY HUMAN RESOURCES
HUMBOLDT COUNTY COURTHOUSE
825 FIFTH STREET, ROOM 100
EUREKA, CA 95501

**SPECIAL
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Submit one original with five additional copies of proposal with required forms**

**DIRECT ALL INQUIRES
TO**

NAME Zach O'Hanen

TITLE Project Manager

PHONE # 707-476-2350

FAX # 707-445-7285

EMAIL zohanen2@co.humboldt.ca.us

WEB SITE <http://www.humboldt.gov/317/Human-Resources>

DATE RFP ISSUED: January 9, 2020

REQUEST FOR PROPOSALS – NO. HR2020-100
TEMPORARY STAFFING SERVICES

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- Attachment A – RFP Signature Affidavit
- Attachment B – Proposed Rate Sheet
- Attachment C – Reference Data Sheet
- Attachment D – Sample Professional Services Agreement for the Provision of Temporary Staffing Services
- Attachment E – Employee Acknowledgment

**REQUEST FOR PROPOSALS – NO. HR2020-100
TEMPORARY STAFFING SERVICES**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment to, or modification of, this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through the Humboldt County Department of Human Resources.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” or “Agreement” refers to the contract regarding the provision of temporary staffing services between the County and the Successful Proposer(s).
- D. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide temporary staffing services for specified pricing terms.
- E. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- F. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to any individual, agency, firm or business having a contract with a governmental body to furnish services for agreed-upon pricing.

1.2 Abbreviations:

- A. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- B. **REP.** As used herein, the abbreviation “RFP” refers to this Request for temporary staffing services.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through the Humboldt County Department of Human Resources, is issuing this Request for Proposals (“RFP”) to solicit Proposals for the provision of temporary staffing services. The County requires temporary staffing to meet its immediate and/or short-term temporary help needs. California Government Code 31000.4 authorizes the County Board of Supervisors to contract with temporary staffing firms for temporary workers to assist county agencies,

departments, or offices during peak workloads, temporary absences, or emergencies, not resulting from labor disputes. The code limits the use of temporary help services to a limited period of time for any single peak load, temporary vacancy, or emergency situation.

It is the intent of this RFP to provide the specifications and terms and conditions pertaining to the provision of temporary staffing services so that Proposers may present their capabilities to provide the services set forth herein. Information submitted in response to this RFP shall be objectively evaluated to determine those companies best qualified to temporary staffing services set forth in this RFP. This is a non-binding solicitation for services.

2.2 Overview of the Proposal Process:

Each Proposer may submit a Proposal for the provision of temporary staffing services. The provision of the temporary staffing set forth in this RFP may be awarded to one or more Successful Proposers.

3.0 SCOPE OF SERVICES:

All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP and the sample Professional Services Agreement attached hereto as Attachment D. Such requirements, standards and protocols will be incorporated into the final Professional Services Agreement(s) between the County and the Successful Proposer(s) as detailed in this section.

3.1 Provision of Temporary Staffing Services: CONTRACTOR shall provide the services of a sufficient number of properly qualified personnel staff to perform temporary work in accordance with the needs of COUNTY.

- A.** Personnel provided by CONTRACTOR shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California.
- B.** Personnel provided by CONTRACTOR shall be able to function in complex or high-pressure work environments.
- C.** At its own expense, CONTRACTOR shall ascertain that persons performing services are of sound physical and emotional condition necessary to perform required duties.
- D.** Personnel provided by CONTRACTOR may be required to handle sensitive, materials and perform confidential duties.
- E.** Personnel provided by CONTRACTOR shall present a neat, businesslike appearance.
- F.** CONTRACTOR will have personnel assigned under the Agreement sign an Employee Acknowledgment in substantially the form attached as Exhibit E.

- G. COUNTY shall not be charged for the first work day for any individual employee employed by CONTRACTOR who does not pass the examination or interview, does not meet the experience requirements, or does not provide satisfactory service.

3.2 Duties of Contractor:

- A. All personnel assigned by CONTRACTOR under the Agreement shall at all times be employees of CONTRACTOR and CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of COUNTY, CONTRACTOR shall immediately exclude any member of CONTRACTOR's staff from working on under the Agreement. COUNTY reserves the right to bar any of CONTRACTOR's staff from performing work under the Agreement.
- B. CONTRACTOR shall provide the COUNTY with a current list of employees, including but not limited to management, and shall keep this list updated during the Agreement term.
- C. CONTRACTOR shall provide written notice to COUNTY when an employee exceeds 500 hours of temporary employment with COUNTY.
- D. CONTRACTOR shall maintain an office within Humboldt County at which its principal officers or owners may be contacted personally by email, mail or telephone.
- E. CONTRACTOR's office shall be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., five days a week, by at least one employee.
- F. CONTRACTOR shall monitor calls received on a daily basis when CONTRACTOR's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. CONTRACTOR shall provide a 24-hour telephone number for immediate response to emergencies.

3.3 Restrictions on Contractor's Assigned Employees:

- A. CONTRACTOR's employees shall not bring visitors into the workplace.
- B. CONTRACTOR's employees shall not bring any form of weapons or contraband to COUNTY facilities.
- C. CONTRACTOR's employees shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or on COUNTY facilities.
- D. CONTRACTOR's employees shall conduct themselves in a professional manner at all times; shall not cause disturbance in any COUNTY facility; and otherwise are subject to all rules and regulations of the COUNTY while in the workplace.

4.0 REQUIREMENTS STATEMENT:

4.1 Qualifications:

- A.** Proposers must possess adequate resources or have the ability to obtain such resources during the term of the final Professional Services Agreement, that are necessary to provide the temporary staffing services set forth in this RFP and the sample Professional Services Agreement attached hereto.
- B.** Specializes in temporary staffing services.
- C.** Aggressively recruits and screens potential candidates for temporary staffing that are skilled, trained and experienced.
- D.** Uses proven testing and screening procedures to validate candidates' competency.
- E.** Conducts criminal background checks and conducts behavioral screening to validate candidates' suitability for employment.
- F.** Is able to obtain and retain a sufficient pool of candidates to meet County needs.
- G.** Will provide a single point of contact or account representative to County.
- H.** Is willing to accept the contract terms, including indemnity, and to provide the insurances required in the County's Professional Services Agreement (Attachment D).
- I.** Is willing to work together with the County to plan and organize information regarding the provision of the temporary staffing services set forth in this RFP, including, without limitation, participating in regular meetings.

4.2 Performance Standards:

A. General Duties and Obligations of the Successful Proposer.

- 1.** The Successful Proposer shall ensure that the temporary staffing services set forth in this RFP and the sample Professional Services Agreement attached hereto are provided by qualified employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures, standards, guidelines and best practices and any and all standard and special instructions provided by the County.
- 2.** The Successful Proposer will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all personnel employed thereby. All staff and personnel responsible for providing the temporary staffing services set forth in this RFP and the sample Professional Services Agreement attached hereto shall be

employees of the Successful Proposer.

3. The Successful Proposer shall be available to confer with County staff regarding the provision of the temporary staffing services set forth in this RFP and the sample Professional Services Agreement attached hereto.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that shall be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. PST.

The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
Release of RFP:	January 9, 2020
Deadline for Submission of Questions:	January 31, 2020
Deadline for Responses to Questions:	February 7, 2020
Deadline for Proposals to be Received:	February 21, 2020, 1:30 p.m. PST
Completion of the RFP Evaluation and Selection Process:	March 13, 2020
Recommendation of Award to County Board of Supervisors:	March 24, 2020
Finalization of the Professional Services Agreement(s):	March 31, 2020
Start Date of the Professional Services Agreement(s):	Upon Execution of Agreement

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) original and five (5) copies of the Proposal(s) by 1:30 p.m. PST, on February 14, 2020. All Proposals shall be signed by an authorized agent of the Proposer and must be placed in a sealed envelope clearly marked as RFP No. HR2020-100 along with the name and address of the Proposer. Proposals shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Human Resources
Attention: Zach O'Hanen, Project Manager
825 Fifth Street, Room 110
Eureka, California 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal(s) is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal(s) at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must retrieve the entire sealed submission package in person. Proposals will become the County's property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal(s) must withdraw its initial Proposal(s) as required by this RFP. All handwritten modifications must be made in ink and properly initialed by Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline has passed.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to provide temporary staffing services set forth in this RFP and the sample Professional Services Agreement attached hereto. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer(s) from its obligation to comply with all standards and requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Expenses Incurred in Preparing Proposals:

The County shall not pay any costs or expenses, resulting from or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of any Proposal(s). Such expenses are to be borne exclusively by the Proposer.

6.6 Right of County to Reject Proposals:

The County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

6.7 Public Records and Trade Secrets:

All proposals and materials submitted in response to this RFP shall become the County's property and are subject to disclosure under the Public Records Act, Government Sections 6250, *et seq.*

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information will not be a basis for liability by the County or any employee thereof.

6.8 Conflict of Interest:

By submitting a Proposal(s) in response to this RFP, the Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement(s) resulting from this RFP process, nor that any such person will be employed in the performance of such final Professional Services Agreement(s) without immediate divulgence of such fact to the County.

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. **Content Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit, Attachment A.
2. Proposals must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
3. Proposals shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and each copy thereof.

B. Presentation Requirements. In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:

1. Proposals must be typewritten, uniformly typed in a minimum twelve (12) point font on standard letter size (8 ½” x 11”) white paper, single or double sided, with:
 - a. Each section clearly titled;
 - b. Each page clearly and consecutively numbered, including all attachments;
 - c. Each page having 1.25” margins; and
 - d. Each page being clean and suitable for copying.

C. Formatting Requirements. In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Cover Letter
- 2.0 RFP Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Cost Proposal (rate sheet)
- 7.0 Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licenses
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

7.2 Cover Letter:

Each Proposal must contain a signed cover letter which, in one (1) page or less, describes the Proposer's company and summarizes the Proposer's qualifications, experience and vision for providing the temporary staffing services set forth in this RFP.

7.3 RFP Signature Affidavit:

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP (Attachment A). The RFP Signature Affidavit must be signed by an authorized representative of the Proposer's company. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law, including, without limitation, termination of any Professional Services Agreement(s) resulting therefrom. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

7.4 Proposal Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0-11.0 in the order listed herein and any subsections thereof with sequential page numbers.

7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the temporary staffing services specified in this RFP.

- A. Company Overview.** The Business Profile must include an overview of the business structure and operation of the Proposer's company. The company overview should include, at a minimum the following items:
1. The Proposer's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's current staffing levels.
 2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's company, including the date on which the Proposer's company was founded and how the Proposer fosters high quality performance.
 - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided temporary staffing services equivalent to those set forth in this RFP.

- c. The number of years the Proposer has been providing temporary staffing services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Proposer has provided temporary staffing services equivalent to those set forth in this RFP.
3. A detailed description of any fraud convictions related to public contracts, including the date of any such convictions, if applicable.
 4. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 5. A detailed description of any controlling or financial interest the Proposer's company has in any other companies or organizations, or whether the Proposer's company is owned or controlled by any other person or organization. If the Proposer does not hold a controlling or financial interest in other companies or organizations, that must be stated.
- B. Statement of Qualifications.** The Business Profile must include a statement of qualifications regarding the Proposer's ability to provide the temporary staffing services set forth in this RFP. The statement of qualifications should include, at a minimum, all of the following items:
1. Identification of the Proposer's management team and key personnel, including an organizational chart.
 2. A detailed summary of the Proposer's overall experience regarding the provision of temporary staffing services equivalent to those set forth in this RFP for public agencies.
 3. A detailed description of the Proposer's knowledge of the requirements pertaining to the provision of the temporary staffing services set forth in this RFP.
 4. A detailed description of the Proposer's process for providing the temporary staffing services set forth in this RFP.

7.6 Quality Assurance Capabilities:

- A. Description of Services.** Proposals shall include an overview of how the temporary staffing services provided by the Proposer will comply with the requirements set forth in this RFP.
- B. Project Understanding and Approach.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:

1. A detailed description of the Proposer's specific management expertise that will ensure the satisfactory provision of temporary staffing services set forth in this RFP.
 2. A detailed description of the expected communication channels between the Proposer and the County to ensure that the temporary staffing services provided pursuant to the terms and conditions of the final Professional Services Agreement(s) are to the County's satisfaction, including how potential problems will be resolved.
 3. A detailed description of the Proposer's policies, procedures and standards pertaining to the provision temporary staffing services equivalent to those set forth in this RFP.
- C. **Description of Services.** Proposals shall include an overview of how the temporary staffing services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, a detailed description of the Proposer's screening and background of personnel.

7.7 **Cost Proposals:**

- A. **Rate Sheet.** Proposals shall include an itemized rate sheet detailing the rates for temporary staffing services that will be provided by the Proposer. The rate sheet shall be presented in a form substantially similar to the rate sheet attached hereto as Attachment B. The rate sheet shall contain the Proposers mark-up (or administrative charge) and detail any applicable conversion fees.
- B. **General Instructions and Requirements.** Rate quotes shall be valid for a minimum period one year from the Proposal submission deadline of February 14, 2020. As a three-year term is proposed, any proposed cost increases for the second or third year shall also be detailed on the rate sheet.

7.8 **Documentation:**

Proposals shall include a detailed description of any and all invoices and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. Samples of each document described in the documentation section of the Proposal shall be attached to the original Proposal and each copy thereof.

7.9 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies. Performance information shall be presented in a form substantially similar to or on the Reference Data Sheet that is attached hereto as Attachment C.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the provision of temporary staffing services equivalent to those set

forth in this RFP. Each reference shall include, at a minimum, all of the following items:

1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
2. The dates on temporary staffing services equivalent to those set forth in this RFP were provided to each referenced client.
3. A detailed description of the temporary staffing services that were provided to each referenced client.

7.10 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement attached hereto. Upon award of a Professional Services Agreement(s) the Successful Proposer(s) will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a Professional Services Agreement(s) has been awarded.

7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. All exceptions, objections or requested changes to any portion of this RFP or the sample Professional Services Agreement attached hereto (or any exhibits of the agreement) shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or the sample Professional Services Agreement attached hereto.

7.12 Required Attachments:

In order to be considered for award by the County, Proposals must contain each of the following attachments. Failure to such attachments may result in the rejection of the Proposal.

- **Attachment A – RFP Signature Affidavit** (See Section 7.3)
- **Attachment B – Cost Proposal (rate sheet)** (See Section 7.7)
- **Attachment C – Reference Data Sheet** (See section 7.9)

8.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory provision of temporary staffing services set forth in this RFP. The County may also investigate qualifications of each

Proposer to whom an award of a final Professional Services Agreement is contemplated. In doing so, the County may request clarifications of Proposals directly from one or more Proposer.

In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 30 points:** The Proposer’s ability to meet the service requirements and standards set forth in this RFP and the sample Professional Services Agreement attached hereto.
- **Company Profile and References – 15 points:** The Proposer’s experience in providing the temporary staffing services equivalent to those set forth in this RFP for government agencies of comparable size.
- **Commencement of Services – 10 points:** The Proposer’s ability to start providing the temporary staffing services set forth in this RFP by the date currently scheduled as the Professional Services Agreement start date.
- **Overall Cost of Products and Services – 40 points:** Total cost to provide the temporary staffing services set forth in this RFP.
- **Other Criteria – 5 points:** Overall impression of the Proposer’s ability to provide temporary staffing services set forth in this RFP.

All proposals will be evaluated by an RFP Evaluation Committee made up of County staff members. Any delay caused by a Proposer’s failure to respond to direction from the County may lead to a rejection of the Proposal(s). All contacts made with the County during the evaluation and selection process shall be through the Humboldt County Department of Human Resources (see Section 10.0 of this RFP for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal(s).

The evaluation and selection process is designed to award the final Professional Services Agreement(s) not necessarily to the Proposer(s) of least cost, but rather to the Proposer(s) with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a Professional Services Agreement(s), if made by the County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

The County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal(s). Discussions shall be limited to specific sections of the Proposal(s) identified by the County and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County

staff upon receiving a written statement from the Proposer regarding this RFP process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal(s).

9.0 CONTRACT DEVELOPMENT:

9.1 Award of Professional Services Agreement(s):

The Successful Proposer(s) will be awarded a Professional Services Agreement(s) with the County. The term of the Professional Services Agreement(s) for the provision of the temporary staffing services set forth in this RFP shall commence upon execution and shall continue for a period of three (3) years. The final Professional Services Agreement(s) shall be substantially similar to the sample Professional Services Agreement attached hereto and will be subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors.

The County hereby reserves the right to negotiate the terms and conditions of the Professional Services Agreement(s) for the provision of temporary staffing services with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal(s). No Proposal(s) shall be binding upon the County until a final Professional Services Agreement(s) is signed by duly authorized representatives of both the Successful Proposer(s) and the County. In the event mutual agreement cannot be reached, negotiations with the second ranking Proposer(s) shall commence.

If the County determines, after the completion of the contract negotiation process, to award an agreement(s), a Professional Services Agreement(s) shall be sent to the Successful Proposer(s) for signature. The County hereby reserves the right to award a Professional Services Agreement or Professional Services Agreements to a Proposer or Proposers that present Proposals which, in the sole judgment of the County, best serve the interests thereof.

9.2 Contractual Requirements:

Upon award of a Professional Services Agreement(s), the Successful Proposer(s) will be expected to meet all of the requirements set forth therein, including, without limitation, all of the following:

- A. Compliance with Anti-Discrimination Laws.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposer(s) will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of

1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and/or federal laws and regulations.

- B. Indemnification Requirements.** The Successful Proposer(s) will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in any Professional Services Agreements resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- C. Assignment.** Any Professional Services Agreements resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer(s).
- D. Jurisdiction and Venue.** Any Professional Services Agreements resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding such Professional Services Agreements shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

10.0 MODIFICATION AND CORRECTION:

10.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County. Such requests for clarification or correction should be directed to:

COUNTY: Humboldt County Department of Human Resources
Attention: Zach O'Hanen, Project Manager
825 Fifth Street, Room 110
Eureka, California 95501

Requests for clarification or correction and any other questions pertaining to this RFP

must be received by January 31, 2020. All responses to such requests for clarification or correction and written questions received by County will be posted on the County's website (<http://www.humboldt.gov/317/Human-Resources>) on or before February 7, 2020. Proposers shall be responsible for checking the County's website for updates.

10.2 RFP Addenda:

Any modifications to this RFP shall be made and distributed by written addendum and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposers.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement(s). If the County determines that cancellation is in the best interest of the County for any reason, including, without limitation, the following: the provision of temporary staffing services are no longer required; the Proposals received are at an unreasonable cost; the Proposals received did not independently arrive in open competition, were collusive, or were not submitted in good faith; or the County determines, after review and evaluation of each Proposal, that the need can be satisfied through an alternative method.

The County hereby reserves the right to reject any and all Proposals received in response to this RFP process. This RFP does not commit the County to award a final Professional Services Agreement(s) for the provision of the temporary staffing services set forth herein, or to pay any costs incurred in the preparation of any Proposals received in response to this RFP process.