



September 1, 2015

TO:

RE: Request for Proposals –Temporary Staffing Services
The University of Alabama in Huntsville
Proposal No. P00107

The University of Alabama in Huntsville is requesting proposals for the replacement of the Temporary Staffing Services. To obtain a copy of this proposal go to <http://www.uah.edu/business-services/vendors/bid-opportunities>, scroll down and click on the proposal number.

Sealed proposals will be received subject to the Conditions cited herein until 1:30 P.M. on Tuesday, September 22, 2015. All Requests for Proposals must be furnished to Judy Curtis in Procurement Services, Business Services Building (John Wright Drive), The University of Alabama in Huntsville, Huntsville, Alabama 35899. Proposals may be express mailed to Procurement Services/Proposal P00107, Business Services Building, The University of Alabama in Huntsville, 301 Sparkman Drive, Huntsville, AL 35899.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal number, name of the project, and date.

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, revisions will be posted in writing by Procurement Services on our website <http://www.uah.edu/business-services/vendors/bid-opportunities>. The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

In order to be considered for selection, vendors must submit a complete response to this request for proposal. One original and three (3) copies of each proposal must be submitted to the University. The vendors shall make no other distribution of the proposals.

No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days. The University reserves the right to waive any informality and to reject any and all proposals.

All questions pertaining to this Request for Proposal should be addressed to Judy Curtis via email: curtisi@uah.edu subject: (Temporary Staffing Services).

Sincerely,

Judy Curtis
Procurement Officer II,
Procurement Services

REQUEST FOR PROPOSAL AND SPECIFICATIONS

FOR

**TEMPORARY STAFFING SERVICES
(P00107)**

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
HUNTSVILLE, ALABAMA 35899**

PROPOSALS TO BE RECEIVED UNTIL: SEPTEMBER 22, 2015 at 1:30

And Delivered To:

**PROCUREMENT SERVICES
BUSINESS SERVICES BUILDING
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
301 SPARKMAN DRIVE
HUNTSVILLE, ALABAMA 35899**

**Judy Curtis, Procurement Officer II
Procurement Services
curtisj@uah.edu**

Request for Proposals P00107

Purpose

The University of Alabama in Huntsville, hereafter referred to as "University" is requesting proposals to secure a vendor to enter into a contract for providing temporary staffing services to fulfill the University's temporary staffing needs. The successful vendor and the University will enter into a Contract for Professional Services.

Event Dates

In order to be considered for selection, vendors must submit a complete response to this Request for Proposal. One original and one copy of each proposal must be submitted to the University. No other distribution of the proposals shall be made by the vendor.

Proposals may be amended or withdrawn by the party(s) submitting such proposal by his/her authorized representative, up until the scheduled opening time. No proposal may be amended or withdrawn after the scheduled closing time of receipt for a period of sixty (60) days.

All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, **proposal number**, name of the project, and date.

All sealed proposals shall be returned to The University of Alabama in Huntsville, Procurement Services prior to **1:30 P.M. on September 22, 2015**. All Requests for Proposals must be furnished to Judy Curtis in Procurement Services, Business Services Building, located on John Wright Drive, The University of Alabama in Huntsville, Huntsville, Alabama 35899. Proposals may be express mailed to The University of Alabama in Huntsville, Procurement Services, 301 Sparkman Drive, Proposal No. P00107, Huntsville, AL 35899.

Each proposal submitted will be stamped with the time and date of receipt. Any proposal received after 1:30 P.M. will not be considered for an award of a contract.

All questions pertaining to this Request for Proposal should be addressed to Judy Curtis, Procurement Officer II, Procurement Services, via email at curtisj@uah.edu .

Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this Request for Proposal prior to the assigned return date, written revisions will be posted by Procurement Services on our website at <http://www.uah.edu/admin/bussvcs/bids.htm> . Scroll down and click on the proposal addendum.

The University will be the sole determinant of whether any revisions/addenda should be issued as a result of any questions or other matters, and will extend the proposal deadline if such information significantly amends this solicitation or makes compliance with the original proposal due date impractical.

"Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates , and The University of Alabama,

Tuscaloosa, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama.”

Ownership of Material

Ownership of all data, material, and documentation originated and prepared for the University pursuant to the Request for Proposal shall belong exclusively to the University.

Proposal Preparation

Proposals shall be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to comply will result in rejection of the proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor(s) capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be completeness and clarity of content.

Each copy of the proposal should be bound in a single volume. All documentation submitted with the proposal should be bound in or attached to that single document.

Award of Contract

The vendor deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the cost and submittal information. Post proposal negotiations may be conducted with any or all vendors including an on-site visit. After evaluations are complete, an award will be made within a ten (10) day period after proposals have been opened. The University shall select and notify that vendor which has in the University’s opinion made the best proposal and award the contract to take effect October 1, 2015 or other acceptable date agreed to between the University and the successful vendor.

To determine the overall best proposal, the University will utilize an evaluation tool known as the Evaluation Criteria. A list of criteria consisting of percent mark-up, policies, and service will be given a weighted numerical value. Each proposal received will be graded for their response to that requirement, and given a numerical score based on the maximum assigned value. These scores will be combined and considered the numerical value of your response. The proposal with the highest numerical value will be considered the overall best response, and assuming all other requirements are met, will be awarded the contract.

The University reserves the right to request additional information to determine the responsibility of the apparent successful contractor relative to its ability to comply with the terms and conditions of this Request for Proposals.

Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of your proposal; however, UAH reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

Proposals are evaluated and award decisions are made in the best overall interest of The University of Alabama in Huntsville. The University reserves the right to reject any and all proposals in whole or in part and to waive any informality in the proposal.

The successful vendor will be required to execute a contract in conformance with the provisions of this Request for Proposals. During the period of the contract, no changes will be permitted in any of the conditions and specifications unless the vendor receives written approval from the University.

After the opening of this proposal, the results will not be available to vendors until after an award is made. Tabulations can be reviewed by accessing Procurement Services website at <http://www.uah.edu/business-services/vendors/bid-awards>. Scroll down and click on the proposal number.

Effective Date

The effective starting date for the successful proposer will be October 1, 2015.

Contract Renewal

As mutually agreed upon, the successful proposer shall be awarded a contract for one-(1) year, (October 1, 2015 through September 30, 2016) with the option to renew the contract for four additional one-year periods (October 1, 2016 through September 30, 2017), (October 1, 2017 through September 30, 2018), (October 1, 2018 through September 30, 2019), (October 1, 2019 through September 30, 2020) under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon annual satisfactory performance evaluations by the University.

Fiscal Funding Clause

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Governing Laws

This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the laws of the State of Alabama.

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

General Information and Service Requirements

When completing the UAH application package, applicants who are currently unemployed and are interested in working in a temporary capacity are asked to complete a form giving the Staff Employment Office permission to make a copy of their application. With permission, this copy is then forwarded to the temporary agency for review. The agency is responsible for contacting the applicants and for training, testing, and reference checking. In addition, the agency has the option of placing these applicants at their other job sites. When an actual opening occurs, the Staff Employment Office will place the order with the agency. If an applicant is not available through the recruiting efforts of UAH, the agency will supply a qualified applicant from their applicant pool. Although the clerical area is the most utilized area, temporaries are also utilized in the service/maintenance, skilled craft, professional, and technical areas. Hourly pay rates, to the temporary employees, are determined by using UAH salaries. Minimum job requirements are established by UAH, as well.

The following information should be included in each proposal:

- a. Names and phone numbers of at least 3 references who have used clerical temporaries. Information provided must include persons to contact with addresses and phone numbers and other pertinent information which would aid in the determination of an experienced vendor.
- b. Testing and training methods
- c. Payment method to the employee
- d. Bill method to UAH (each invoice should include a copy of the employees time sheet)
- e. Reference checking procedures for employees
- f. Benefits information
- g. Percent mark-up (bid only ONE rate for all job categories)
- h. Policy on hiring a temporary employee into a permanent UAH position. Our goal is to place temporaries into full-time positions at UAH without a waiting period. Many times when an order is called in, we already have someone in mind.
- i. The vendor must have successfully operated in the Huntsville area for a minimum of two (2) years. Indicate the number of years in business in the Huntsville area (this has to do with reliability and database size of temporary employees sufficient to handle UAH's needs).
- j. Include other information about your organization that will be beneficial in our decision making process.

Evaluation Criteria

This proposal will be awarded using the following criteria:

	<u>POINTS</u>
Percent mark-up (one rate for all job categories)	40
Policy on hiring a temporary employee into a permanent UAH position	20

Number of years in business in the Huntsville area	10
Testing and training methods	5
Payment method to the employee	5
Bill method to customer	5
Names and phone numbers of 3 references that have used clerical temporaries	5
Reference checking procedures	5
Benefits information	5
TOTAL:	100

General Terms and Conditions for This Contract

Hold Harmless Clause

The vendor must agree “To hold harmless” the State of Alabama, Board of Trustees of the University of Alabama System, and employees of the University of Alabama in Huntsville, against claims arising out of the actions of any person in the use or administration of this program.

Permits, Licenses, Taxes and Certificate of Authority

The vendor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law.

The vendor must include with their proposal a certification of authority to conduct business in the State of Alabama.

The vendor shall be responsible for and pay when due any and all taxes and assessments arising out of the operation including, but not limited to, payroll taxes (including all deductions of employees) and income taxes.

The vendor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

Applicable Law

It is agreed this proposal is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Vendor represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this proposal.

The vendor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, handicap or disability. The equal opportunity clause required under Executive Order 11246 date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the “Civil

Rights Act of 1964” and regulations issued thereunder are made a part of this Contract by reference.

Contract Cancellation

If the vendor fails to fulfill its contract obligations, the University may give the vendor written notice of its failure to perform, and if the vendor fails to correct the default within thirty (30) days, the University, by written notice, may terminate the contract after an additional thirty (30) days.

Assignment

No contract may be assigned; sublet or transferred without the written consent of the University.

Insurance Obligations Including Worker’s Compensation and Comprehensive General Liability

The vendor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen’s compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; and (b) public liability insurance in the amount of \$1 million. The contractor shall provide annually a Certificate of Insurance to the University with respect to foregoing coverages.

University Name – Limitations on Use

The vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University’s Vice President for Finance and Administration. However, the vendor shall be allowed to include the University on its routine client list for matters of reference.

Non-Collusion

Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request for proposal.

Proposals are Public Record

All proposals become a matter of public record at proposal award. The University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.

Disclosure Statement

Vendors are required to file with Procurement Services a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed and included in proposal response.

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

F.O.B. Point UAHUNTSVILLE DESTINATION	TERMS	WARRANTY
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
BUSINESS CLASSIFICATION (see note below):	EMAIL ADDRESS:	

* Your company reference number, if applicable with this bid quotation.

NOTE: Please indicate your company classification in the appropriate box above: Small Business (**SB**), a Small Disadvantaged Business (**SD**), a Black Small Disadvantaged Business (**BD**), a Woman-Owned Small Business (**WB**), a Woman-Owned Small Disadvantaged Business (**WD**), a Black Woman-Owned Small Disadvantaged Business (**BW**), a Large Business (**LB**), an Individual (**IN**), Educational (**ED**), Non-Profit (**NP**), a Labor Surplus Area Concern (**LS**), Disabled Veteran-Owned Small Business (**DV**), Veteran-Owned Small Business (**VS**), Historically Underutilized Business Zone (**UZ**), or a Governmental Agency (**GV**).

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

DATE

The University of Alabama in Huntsville prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 sub-part b.

The University of Alabama in Huntsville will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Getting Started” for information about the program, requirements, and enrollment process.
- Click “Enroll in E-Verify” and begin enrollment process.
- When enrollment process is complete, click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click “Edit Company Profile” and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.



CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company) certifies to the Board of Trustees of the University of Alabama that the Company is not located in Alabama and that the Company does not employ an individual or individuals within the State of Alabama.

SIGNATURE OF COMPANY OFFICER

PRINT COMPANY NAME

PRINT NAME OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

**DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF UA/UAB/UAHuntsville/UAS
(THE "UNIVERSITY OF ALABAMA SYSTEM")**

1. Contract # P00107

2. Name of Contractor/Grantee _____
Address _____

Phone _____

3. Nature of contract/grant
Temporary Staffing Services

4. Does the contractor/grantee have any relationship with an employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the University, family members include spouse and dependants. For members of the Board of Trustees (officials), family members include spouse, dependants, adult children or their spouses, parents, in-laws, siblings, and their spouses.)

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

This disclosure form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent

Date

This form must be completed and returned before any contract(s) will be issued by the University.