

# REQUEST FOR BIDS

**TEMPORARY STAFFING SERVICES  
RFB-16-038023**



**CITY OF MARIETTA  
PURCHASING DEPARTMENT  
205 Lawrence Street  
Marietta, Georgia  
30060**

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**INSTRUCTIONS TO BIDDER  
FOR INVITATION TO BID**

**ARTICLE 1 TIME AND DATE DUE**

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

11:00 A.M., Friday, September 25, 2015

For the following:

**TEMPORARY STAFFING SERVICES**

**RFB-16-038023**

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "F" (Page BF-1) and attached hereto.

**ARTICLE 2 PRE-BID MEETING**

Not applicable for this bid.

**ARTICLE 3 OPENING LOCATION & TIME**

This bid shall be opened at 11:00 A.M., Friday, September 25, 2015 at the City of Marietta, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

**ARTICLE 4 DELIVERY REQUIREMENTS**

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

**ARTICLE 5 CLARIFICATION & ADDENDA**

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Ms. Shelly Drewry, (770) 794-5697, The City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Department at (770) 794-5697 to determine if any addenda were issued and to make sure such addenda is a part of their bid. EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.

**ARTICLE 6 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS**

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

**ARTICLE 7 BUSINESS LICENSE /OCCUPATIONAL LICENSE**

The bidder shall provide appropriate proof of an Occupational Tax license

**ARTICLE 8 SEALED & MARKED**

**THREE (3) SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR BID  
RFB-16-038023  
TEMPORARY STAFFING SERVICES**

and addressed to: City of Marietta, Purchasing Department  
205 Lawrence Street  
Marietta, Georgia 30060  
Attention: Ms. Shelly Drewry

**ARTICLE 9 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

**ARTICLE 10 BID EXPENSES**

All expenses for making bids to the City are to be borne by the bidder.

**ARTICLE 11 IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

**ARTICLE 12 RESERVED RIGHTS**

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected.

The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

#### **ARTICLE 13 APPLICABLE LAWS**

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

#### **ARTICLE 14 CODE OF ETHICS**

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

#### **ARTICLE 15 COLLUSION**

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 15.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;

- 15.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 15.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

#### **ARTICLE 16 CONTRACT FORMS**

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

#### **ARTICLE 17 NOTICE OF ACCEPTANCE**

Owner shall notify the successful bidder of its acceptance of the bid by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such bidder as stated in the proposal. Unsuccessful bidders shall be notified first-class mail.

#### **ARTICLE 18 BID FORMS, VARIANCES, ALTERNATES**

**Bids shall be submitted on attached City forms. *BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.***

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

#### **ARTICLE 19 DISCOUNTS**

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

## **ARTICLE 20 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

## **ARTICLE 21 TAXES**

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

## **ARTICLE 22 USE OF TRADE NAMES**

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

## **ARTICLE 23 REGULATIONS, CODES AND STANDARDS**

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

**ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION**

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

**ARTICLE 25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

**ARTICLE 26 CONFIRMATION ON BIDS**

**BIDDERS INTERESTED IN RECEIVING A COPY OF THE BID TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR BID. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.**

**ARTICLE 27 INSURANCE, INDEMNIFICATION, AND LIABILITY**

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

**A. INSURANCE**

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

**I. Workmen's Compensation Insurance Statutory**

**II. Comprehensive General Liability Insurance including:**

<b>Bodily Injury</b>	<b>\$1,000,000 per person</b>
	<b>\$1,000,000 per occurrence</b>
<b>Property Damage</b>	<b>\$1,000,000 per person</b>
	<b>\$1,000,000 annual aggregate</b>

**III. Automobile Liability Insurance including:**

**\$1,000,000 combined  
single limit**

**B. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

**C. LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

## ***EXHIBIT A***

### **Drug Free Work Place Certification**

**Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

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**COMPANY NAME**

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**AUTHORIZED SIGNATURE**

***EXHIBIT B***

**ALTERATIONS /EXCEPTIONS**

**SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED**

**EXHIBIT C**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## ***EXHIBIT “D”***

### **REQUIREMENTS/QUALIFICATIONS**

The firm selected, hereinafter referred to as the Contractor, shall provide high-quality and cost effective temporary extra help employees for City of Marietta and BLW Locations. Contractor will be expected to meet all of the following mandatory minimum requirements and provide qualified temporary staffing for all job categories listed below.

Contractor *needs* to provide the following along with completion of the bid form:

#### **E-Verify** (Contractor Affidavit under O.C.G.A. form)

Contractor is responsible for verifying the identify and employment eligibility of all of its employees by completing the Employment Eligibility Verification Form (“Form I-9”) and reviewing documents showing the employee’s identity and employment authorization, as required by the Immigration Reform and Control Act of 1986 (“IRCA”).

Moreover, pursuant to O.C.G.A. § 13-10-91, and for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. § 13-10-91 compliance affidavit which is attached as an Addendum upon execution of the Agreement.

To the extent an employee of Contractor is not truly eligible for employment and penalties are assessed, Contractor will cover the costs of all penalties and will otherwise indemnify the City from any liability as a result of any non-compliance with the IRCA and/or O.C.G.A. § 13-10-91.

#### **Drug Screening**

Contractor is required to provide a standard \*5-panel drug screen for all temporary staff employees at no extra charge to the City. Contractor shall also provide a separate statement detailing the different types of drug screening completed by your company as a prerequisite to hiring employees. Include in your statement any other types of drug screens capable of administering in the event a client requires and/or requests a specific drug screen as a prerequisite for a temporary employee to work there.

\*Five (5) panel drug screen test can detect five of the most commonly consumed street drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines.

## **Criminal Background Checks**

Contractor shall complete the following background screening on all of its employees under consideration for temporary assignment with the City:

- Nationwide federal violations;
- Nationwide sex offender list;
- Nationwide name and address search and social security number validation;
- Criminal records in all jurisdictions in which the candidate lived or worked during the past seven years;
- Verification of highest level of education;
- Verification of last three employers;
- Professional reference check (two); and
- Employee credit report, if job-related (as needed for positions handling cash, checks or credit card information).

Except as described below, Contractor shall not present or identify a candidate for temporary assignment at the City unless Contractor has reviewed the reports above and determined that the candidate:

1. has truthfully represented him or herself and his or her credentials to Contractor;
2. has passed the drug screening test;
3. is not on the sex offender list;
4. has no job-related criminal history or record of federal violations in the past seven years;
5. has an employment credit report that does not reveal high debt-to-income ratio, outstanding debts in collection, current outstanding judgments, bankruptcies, or tax liens, if job-related; and
6. has positive professional references that reflect suitability for the assignment.

If Contractor believes that one of its employees is suitable for the assignment, but does not meet all of the criteria described above, Contractor shall provide a written summary of the negative results identified, without identifying the candidate. Contractor shall only present or identify such a candidate to the City upon written approval of the City's Human Resources Director.

Contractor shall follow all applicable laws associated with background screenings.

## **Compliance with the Patient Protection and Affordable Care Act**

Although the parties intend that Contractor and not the City be deemed the common law employer of assigned employees and that such employees be deemed the common law employees of Contractor and not the City, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by Contractor is treated as an offer of coverage by the City for all purposes of Code § 4980H, provided that certain criteria are satisfied. Accordingly, the City agrees to pay Contractor, in addition to their standard rates, a fee for each employee placed with the City by Contractor who is enrolled in a group health plan or otherwise has health coverage offered by Contractor. This fee will be in the form of a dollar amount added to the hourly billable rate for each affected employee. Contractors that maintain the same billable rate, inclusive of the fee for an offer of health insurance, must provide separate correspondence to the City indicating such action. *See Bid Form, page BF-1 in packet.*

Contractor shall be solely responsible for, and shall reimburse, indemnify, and hold harmless the City (hereafter collectively referred to as “the City Indemnity”) for, any taxes, penalties, or other liabilities assessed against Contractor or the City under Code §4980H with respect to assigned employees due to Contractor’s failure to— (i) Offer “minimum essential coverage” under an “eligible employer-sponsored plan” each within the meaning of Code §5000A(f)(1)(B); or (ii) Offer coverage that is not “affordable” or fails to provide “minimum value,” each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations. Provided, however, that in no event shall the City Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by the City to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of the City’s making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If the City is notified by any government entity of the City’s potential liability for any such taxes, penalties, or other liabilities relating to assigned employees, Contractor shall fully cooperate, at Contractor’s reasonable expense, with the City’s efforts to object to or appeal any such determination of liability or potential liability.

## **Job Categories**

1. **Clerical Office Support** – Shall have a general knowledge, as well as knowledge of alpha and numeric filing systems. Tasks shall include but not be limited to: answering phones; processing and logging paper work, operating office equipment and helping the public with general tasks. Shall also include data entry and experience using MS Windows Word and Excel documents.
2. **Financial/Accounting** – Will perform tasks such as general bookkeeping; posting of data; cashier; verifying numbers; processing vouchers; and other related technician level tasks.
3. **General Laborer** - Shall perform a variety of general labor jobs such as material handling, loading/unloading trucks, sanitation, grounds maintenance, Marietta City Club Golf Course, Marietta Cemeteries and/or any other properties owned by the City, on an as needed basis.

## ***EXHIBIT “E”*** **SCOPE OF WORK**

Contractor shall recruit, test and select individuals who shall meet the City’s minimum employment standards, including but not limited to a drug free workplace, authorization to work, etc., and requirements and specifications for the job classification.

The Contractor shall provide qualified employees within 24 hours of notification of an extra help needed by the City of Marietta.

The Contractor shall provide weekly time sheets that shall be designed to accurately reflect actual hours worked per week by each temporary employee and that provides the temporary employee and the City of Marietta with documentation of the hours worked.

### **TYPES OF TEMPORARY POSITIONS (with short description of job skills requested for each type of position, though not inclusive):**

- **Clerk/Receptionist** Telephone/switchboard, customer service, basic MS Word, Outlook and Explorer
- **Clerk Typist** - Intermediate MS Word, Outlook, Excel, filing, copying, mailings
- **Mail/Copy Clerk** metered mail machines, copy machines, sorting and delivering mail
- **Receptionist** – computer skills not required, heavy phone/switchboard and customer service
- **Data Entry Clerk** – Intermediate level MS Word, Excel and other data processing software, alpha-numeric sorting and filing
- **Cashier** – balance cash drawer, use calculator, customer service, intermediate level computer skills for entering data and other information as needed, some filing and phone
- **File Clerk** -alpha-numeric filing, occasional phone, copying, mailing
- **Administrative Assistant I** supports first level managers such as Supervisors, requires basic MS Word, Excel, Outlook and Explorer skills, customer service, filing, phone.
- **Administrative Assistant II** – supports mid-level managers such as Division Managers, requires Intermediate MS Word, Excel, Outlook, PowerPoint, and Explorer skills, heavy customer service, filing, phone, organizational skills, and ability to multi-task
- **Administrative Assistant III** – supports Executive-level management, requires Advanced MS Word, Excel, PowerPoint, Outlook, and Explorer skills, heavy customer service, filing, phone, organizational skills, ability to interact professionally at all levels, initiative, ability to multi-task, maintain calendar, set appointments and prioritize issues for executives
- **Laborer** – general laborer for ground maintenance crews, sanitation, and other BLW departments. Knowledge and use of general tools is preferred.

**EXHIBIT "F"**  
**BID FORM**



**CITY OF MARIETTA/BOARD OF LIGHTS AND WATER**  
**TEMPORARY STAFFING SERVICES**  
**BID NO. RFB-16-038023**

**TOTAL PRICE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Hourly Rate</b>	<b>Billing Rate</b>	<b>Billable Rate w/ Health Insurance Offer</b>
1.	Clerk/Receptionist	\$ _____	\$ _____	\$ _____
2.	Clerk/Typist	\$ _____	\$ _____	\$ _____
3.	Mail/Copy Clerk	\$ _____	\$ _____	\$ _____
4.	Receptionist	\$ _____	\$ _____	\$ _____
5.	Data Entry Clerk	\$ _____	\$ _____	\$ _____
6.	Cashier	\$ _____	\$ _____	\$ _____
7.	File Clerk	\$ _____	\$ _____	\$ _____
8.	Adm. Asst. I	\$ _____	\$ _____	\$ _____
9.	Adm. Asst. II	\$ _____	\$ _____	\$ _____
10.	Adm. Asst. III	\$ _____	\$ _____	\$ _____
11.	Laborer	\$ _____	\$ _____	\$ _____

Submitted by:

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email Address: \_\_\_\_\_