



**EVENT # 4800 - SUMMER YOUTH EMPLOYMENT PROGRAM
TEMPORARY LABOR SERVICES**

ANNUAL CONTRACT

SECTION II

- 2.0 Broad description of project:** The purpose of this event is to receive proposals from qualified proposers for temporary personnel services for the City's Summer Youth Employment Program which will serve approximately 500 youth for eight weeks beginning June 5, 2017 through July 28, 2017. Electronic submissions will not be accepted.
- 2.1 Scope of Services**
- 2.1.1 The City of Savannah reserves the right to cancel any commitment for personnel services if and when services by individuals provided to the City are determined to be unsatisfactory.
- 2.1.3 The City will pay an hourly rate of eight dollars (\$8) per youth.
- 2.1.4 Vendor must provide references that prove the ability to handle a contract of this size. The City shall be the sole judge of a vendor's qualifications and capabilities. See Attachment 1.
- 2.1.5 Payment of tax obligations: Under no circumstances shall the City be held responsible for handling any tax obligation, including, but not limited to, Federal Income Tax withholding, FICA, or unemployment compensation. The City shall be responsible solely for its contractual obligation to the temporary service company. Personnel furnished by the contractor are not entitled to participate in any plans or benefits offered to City employees. Temporary personnel are not entitled to payment for City holidays. When an agency's employee has indicated that they worked on a City holiday, the agency must verify before processing for payment.
- 2.1.6 All employees must observe the graces of personal grooming and should dress appropriately for the type of job assigned. Uniforms, when required, will be provided.
- 2.1.7 The vendor will reimburse the City for any improper charges which may result from fraudulent time cards prepared by the vendor's employee which are discovered within one (1) year of payment by the City. This includes, but is not limited to, unauthorized long distance phone calls, incorrect time cards, etc.
- 2.1.8 The vendor must protect, defend, and indemnify the City of Savannah and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgements, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, and expert fees), or any nature whatever arising out of or incident to this contract and/or

the acts of omissions of vendor's officers, agents, employees, contractors, subcontractors, licenses, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City of Savannah. The City will give to vendor reasonable notice of any such claims or actions. The vendor shall also use counsel reasonably acceptable to the City in carrying out its obligations hereunder. The provisions of this section must survive the expiration or early termination of this contract.

- 2.1.9 Temporary employees must have tested not positive for illegal substances using a NIDA approved drug screen. It will be the responsibility of the providers to have on file, the results of the drug screen for any employee sent on jobs.
- 2.1.10 Screening times must include one or two weekends and some evening hours.
- 2.1.11 Under no circumstances should an individual be retested on a drug screen for assignments.
- 2.1.12 It will be the responsibility of the provider to pre-screen all personnel by obtaining appropriate background information and are legally qualified to provide the required service.
- 2.1.13 Upon request, the City of Savannah will provide a copy of the background standards used by the City's Human Resources Department.
- 2.1.14 The agency will be responsible for faxing questionable background checks to the City. The City will be solely responsible for the determination of an employee's suitability for City assignments.

2.2 Special Conditions

- 2.2.1 Temporary employees must be paid weekly via electronic payroll and receive payment electronically, i.e. no paper checks.
- 2.2.2 Invoices to the City must include City department/company, name of temporary personnel, employee rate of pay, billing rate to the City, and number of hours worked. Invoices must be submitted to the City with signed time cards attached. Authorized signers must initial each day of time card as well as signing approval section. If available, an electronic time keeping system would be preferred provided it maintains the proper approvals
- 2.2.3 The Mayor's Office will provide account numbers when requesting temporary labor. This account number must appear on the invoice to correlate with each employee. Weekly billing will be totaled and sorted in accordance with the account number.

2.3 Proposal Format

Proposals shall be submitted in the following format and include the following information:

- a) Detailed description of qualifications and capabilities as requested
- b) Fee proposals per instructions in Section III signed by responsible party
- c) Proposed Schedule of Minority and Women owned Business Participation and Non-Discrimination Statement
- d) Other submittals as stated

2.4 Basis of Award

Proposals will be evaluated according to the following criteria and weight:

- a) Proposer's qualifications and experience, including support capabilities *(35 points)*
- b) Technical capabilities *(20 points)*
- c) Fees *(20 points)*
- d) References *(20 points)*
- f) Local vendor participation (Within the City Limits of Savannah and has a City of Savannah Business Tax Certificate) *(5 points)*

Proposals shall be evaluated by a selection committee. The selection committee reserves the right to conduct interviews of any or all proposers as it deems necessary. The City reserves the right to shorten the list of proposers selected for interviews or further evaluation.

The City reserves the right to request a Best and Final Offer (BFO), and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

2.5 Copies: One (1) unbound, printed, and signed original, and six (6) identical, printed copies of the proposal and one (1) electronic copy on a flashdrive of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

2.6 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

2.7 Contract Period: The initial contract period shall be for a period of one (1) year (12 months) and prices shall remain firm through that period. This contract may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree.

2.8 Fees: Proposer shall submit fees based on the detailed listing in Section III of the RFP.

2.9 Insurance Requirements

2.9.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$2,000,000
- Damage to Rented Premises - \$1,000,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.9.2 Professional Liability

\$ 1,000,000 per occurrence limit

2.9.3 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.9.4 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer’s liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.9.5 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.9.6 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

SECTION III
FEE PROPOSAL

I have read and understand the requirements of this request for proposal RFP Event # 4800 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

Description	Estimated Quantity	Unit Cost	Total Cost
Background Checks	500	\$	\$
Electronic payroll services	500	\$	\$

Total Cost \$ _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

CAN YOU MEET THE INSURANCE REQUIREMENTS AS SPECIFIED? Yes No

DID YOU INCLUDE ATTACHMENT 1 WITH YOUR PROPOSAL? YES NO

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS PROPOSAL:

ADDENDUM _____ #
DATE _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature

Date _____

INDICATE MINORITY OWNERSHIP STATUS OF PROPOSER (FOR STATISTICAL PURPOSES ONLY):

CHECK ONE:

_____ **NON-MINORITY OWNED**

_____ **AFRICAN AMERICAN**

_____ **HISPANIC**

_____ **WOMAN** (non-minority)

_____ **ASIAN AMERICAN**

_____ **AMERICAN INDIAN**

_____ **OTHER MINORITY**

Describe _____

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted. Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the City’s evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: _____

Event No. 4800

Project Title: _____

NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified ? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah. The Prime’s subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE**. Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal**. It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

Joint Venture Disclosure

If the prime bidder is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

The Minority/Women Owned Business Office is available to assist with identifying certified M/WBEs. Please contact the M/WBE Office at (912) 652-3582. The City of Savannah’s certified M/WBE registry is posted on its website @ www.savannahga.gov.

Developing a Strong M/WBE Participation Plan

Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:

1. All bidders/proposers must submit a "Proposed Schedule of M/WBE Participation" which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company's "self-identification" as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office **will be contacting all M/WBE firms** included in the bidder's M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff must receive the M/WBE's confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will **not be counted** and **will be deducted** from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal **as long as the tier subcontractors/suppliers are certified M/WBEs**. Work that an M/WBE subcontracts to a non-M/WBE firm does not count toward the M/WBE goal.
8. M/WBEs must perform a "**commercially useful function**" which is the provision of **real and actual work or products**, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* "the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah." **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City's contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office **will be reviewing your company's subcontracts, invoices and payment records** to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records **that will be inspected** to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are included in the scope of work or General Specifications, you are not required to submit MWBE participation but encouraged to do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.

ATTACHMENT 1

REFERENCE INFORMATION FORM

As stated in section 2.1.4: Vendor must provide references that prove the ability to handle a contract of this size. The City shall be the sole judge of a vendor's qualifications and capabilities.

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____