ATTACHMENT B

CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Newport News, Virginia
2. Contractor:	Robert Half Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	21-1160-6025, Temporary Service Workers
4. Cooperative Agency Initial Agreement Term:	Start Date: January 15, 2021 End Date: January 15, 2022
5. Cooperative Agency's Agreement-Options to extend:	Four (4) one year options to renew
6. Cooperative Agency Amended Term:	Renewal 21-1160-6025 Final option to renew ends 12/31/2025
7. Cooperative Agency Remaining Options to Renew:	No options remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Final Signature End Date: December 31, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed $100,000 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced 21-1160-6025, Temporary Service Workers ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through December 31, 2025, unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers ("the Indemnitees") from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation, including reasonable attorney's fees) of every nature arising out Contractor's or Contractor's breach of applicable law, negligence, or willful misconduct in the performance of work hereunder. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of defense or indemnification with respect to any breach of applicable law, negligence, or willful misconduct of the Indemnitees. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for citywide temporary staffing available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $100,000 (the "Not-to-Exceed Amount") for the purchase of citywide temporary staffing. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so. Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached).

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

7. **Additional Terms.** The following terms from the COOP are amended via this Amendment:

- All References to "Robert Half International Inc." in the COOP are replaced by "Robert Half Inc." to reflect Contractor's name change effective July 17, 2023.

- Section 12: The address for notices to Contractor is replaced with: "Robert Half Inc., Attn Kimberly Steiner-Murphy, 10100 Trinity Pkwy, Suite 330, Stockton, CA 95219. Copies of notices to Contractor shall be sent to: Robert Half Inc., Attn Client Contracts Dept., 3001 Bishop Drive, Suite 140, San Ramon, CA 94583."

- Exhibit A: The existing language is in Exhibit A is removed and hourly rates for all assignments will be agreed on a case-by-case basis.

- Exhibit B: Add #17: The existing language shall be deleted and replaced with the following language: "SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half Inc. branch and practice group obligated under this Agreement is the administrative & customer support, finance & accounting contract talent, management resources, and technology practice groups of the branch office located at 10100 Trinity Pkwy, Suite 330, Stockton, CA 95219.

This Agreement may be amended only by a written amendment, consistent with theCOOP, signed by Contractor and City.

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date: 3-28-2025

ATTEST:

for Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

ROBERT HALF INC. EOE

By: Kimberly Stiener-Murphy
1C73E8F041DB4B9...
Signature

Kimberly Stiener-Murphy
Print name

Title: Senior Regional Director

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

docusign

Certificate Of Completion

Envelope Id: 17F6EA6C-1655-4383-A68F-BD73F6BF3BB4 Status: Completed
Subject: Robert Half Contract Documentation City of Stockton_Piggyback Amendment_ACS, CFA, MR and RHT_Stockto
trackingNumber: 11088988
userCredentials: J3TCAZUJKO76DK2G6KQI7LBLDQAN23KULQGCIEDYJYX7MA5Z2P75HZ57SGMKXZDJ3P4LVK5P7C5EKMRQLVHHXOJQ3Y
Source Envelope:
Document Pages: 9 Signatures: 1 Envelope Originator:
Certificate Pages: 8 Initials: 0 Tracey Maher - RH Sacramento
AutoNav: Enabled 2613 Camino Ramon
EnvelopeId Stamping: Enabled San Ramon, CA 94583
Time Zone: (UTC-08:00) Pacific Time (US & Canada) tracey.maher@roberthalf.com
IP Address: 54.186.168.68

Record Tracking

Status: Original Holder: Tracey Maher - RH Sacramento Location: DocuSign
3/19/2025 5:10:54 PM tracey.maher@roberthalf.com

Signer Events	Signature	Timestamp
Kimberly Stiener-Murphy Kimberly.Stiener-Murphy@roberthalf.com Senior Regional Director Security Level: Email, Account Authentication (None)	DocuSigned by: Kimberly Stiener-Murphy 1C73E8F041DB4B9... Signature Adoption: Pre-selected Style Using IP Address: 209.51.10.224 Signed using mobile	Sent: 3/19/2025 5:12:36 PM Viewed: 3/19/2025 6:33:06 PM Signed: 3/19/2025 6:33:13 PM
Electronic Record and Signature Disclosure: Accepted: 3/19/2025 6:33:06 PM ID: 59eb979e-c122-49d2-b15a-dc75ff24c407		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Stephennie Link Stephennie.Link@stocktonca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2025 5:12:36 PM Viewed: 3/19/2025 5:17:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2025 5:12:36 PM
Certified Delivered	Security Checked	3/19/2025 6:33:06 PM
Signing Complete	Security Checked	3/19/2025 6:33:13 PM
Completed	Security Checked	3/19/2025 6:33:13 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ATTACHMENT B

Cliquez ici pour consulter la divulgation des dossiers **COMMUNICATION SUR LES DOCUMENTS ET SIGNATURES ÉLECTRONIQUES** canadiens en français.

For all other Canadian candidates, click here to view the section entitled, **CANADIAN ELECTRONIC RECORD AND SIGNATURE DISCLOSURE.**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (U.S. Only)

From time to time, Robert Half Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

How to contact Robert Half Inc.

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email, send messages to: edocs.support@roberthalf.com

To request paper copies from Robert Half Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to edocs.support@roberthalf.com and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with Robert Half Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to edocs.support@roberthalf.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and: (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this ERSD; and
- You can print on paper this ERSD, or save or send this ERSD to a location where you can print it, for future reference and access; and
- Until or unless you notify Robert Half Inc. as described above, you consent to receive through electronic means notices, disclosures, authorizations, acknowledgements, and other documents made available to you through electronic means by Robert Half Inc. during the course of your relationship with Robert Half Inc.

CANADIAN ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Robert Half Canada Inc. ("we" or "us") may provide or make available to you certain written notices, disclosures, authorizations, acknowledgements or other documents (collectively, "notices and disclosures" or "records"). Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly. By selecting the check-box below and clicking 'CONTINUE', you confirm that you can access this Electronic Record and Signature Disclosure ("ERSD") to your satisfaction and that you agree to receive exclusively through electronic means all notices and disclosures provided or made available to you by us through the DocuSign system, notwithstanding any prior agreement between you and us stating otherwise. This ERSD will take precedence over prior agreement concluded between you and us in this regard.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print records we send to you through the DocuSign system during and immediately after the signing session.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

How to contact Robert Half Canada Inc.

You may contact us by email at: edocs.support@roberthalf.com

To advise Robert Half Canada Inc. of changes to your email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, an authorized representative must send an email message to us at edocs.support@roberthalf.com and state the following information in the body of such request: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Robert Half Canada Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, an authorized representative must send us an email to edocs.support@roberthalf.com and state the following information in the body of such request: your email address, full name, mailing address, and telephone number.

To withdraw your consent with Robert Half Canada Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format, an authorized representative may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or;

ii. send us an email to edocs.support@roberthalf.com and in the body of such request state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for electronic records and signatures will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

If you can access this ERSD electronically, this indicates to us that you will be able to access the other electronic notices and disclosures that we will provide to you using the DocuSign system, provided you continue to meet the minimum system requirements for using the DocuSign system, which may change from time to time.

By selecting the check-box below next to 'I agree to use electronic records and signatures' and by clicking 'CONTINUE', you confirm that:

- You have accessed, read and accept to comply with the terms and conditions of this Electronic Record and Signature Disclosure; and
- You are able to print on paper, or save electronically, or send this Electronic Record and Disclosure to an email address or other location where you can print or save it, for future reference and access; and
- Until or unless you notify Robert Half Canada Inc. as described above, you consent to receive through electronic means notices, disclosures, authorizations, acknowledgements, and other documents that are provided or made available to you through electronic means by Robert Half Canada Inc. during the course of your relationship with Robert Half Canada Inc.

COMMUNICATION SUR LES DOCUMENTS ET SIGNATURES ÉLECTRONIQUES

De temps à autre, Robert Half Canada Inc. (« nous ») peut vous transmettre ou mettre à votre disposition certains avis, communications, autorisations, confirmations et autres documents (collectivement, « avis et communcations » ou « documents ») par écrit. Vous trouverez ci-après une description des modalités de la transmission électronique de ces avis et communications au moyen du système DocuSign. Veuillez lire attentivement et complètement les renseignements ci-dessous. En offrant votre consentement en cochant la case à côté de « J'accepte d'utiliser des documents et des signatures électroniques » avant de cliquer sur « CONTINUER », vous confimez que vous pouvez accéder la présente communication sur les documents et signatures électroniques (la « CDSE ») à votre satisfaction et que vous consentez à recevoir par voie électronique les avis et communications qui vous sont transmis ou qui sont mis à votre disposition de façon électronique par nous dans le système DocuSign, nonobstant toute entente antérieure conclue entre vous et nous qui préciserait autrement. La CDSE prévaudra sur toute entente conclue entre vous et nous à cet égard.

Obtenir des copies papier

À tout moment, vous pouvez nous demander une copie papier de tout document que nous vous avons transmis ou que nous avons mis à votre disposition de façon électronique. Vous serez en mesure de télécharger et d'imprimer les documents que nous vous transmettons au moyen du système DocuSign pendant et immédiatement après l'étape de signature.

Révoquer votre consentement

Si vous décidez de recevoir des avis et des communications de notre part par voie électronique, vous pouvez à tout moment changer d'avis et nous aviser que vous souhaitez dorénavant recevoir les avis et les communications nécessaires uniquement en format papier. Vous trouverez ci-dessous une description des façons dont vous devez nous informer de votre décision de recevoir les avis et les communications à venir en format papier et de révoquer votre consentement à la réception d'avis et de communications par voie électronique.

Comment contacter Robert Half Canada Inc.

Vous pouvez communiquer avec nous par courriel à l'adresse suivante : edocs.support@roberthalf.com

Pour informer Robert Half Canada inc. des changements à votre adresse électronique

Pour nous informer d'un changement à l'adresse électronique à laquelle nous devrions vous envoyer des avis et des divulgations par voie électronique, votre représentant autorisé doit nous transmettre un courriel à edocs.support@roberthalf.com. Les informations suivantes doivent être indiquées dans le corps du message: votre ancienne adresse électronique et votre nouvelle adresse électronique. Nous n'avons besoin d'aucune autre information de votre part pour modifier votre adresse électronique.

Si vous avez créé un compte DocuSign, vous pouvez le mettre à jour avec votre nouvelle adresse électronique par le biais des préférences de votre compte.

Pour demander des copies papier auprès de Robert Half Canada Inc.

Pour nous demander de vous transmettre des copies papier des avis et des communications que nous vous avons transmis par voie électronique auparavant, votre représentant autorisé doit nous envoyer un courriel à l'adresse edocs.support@roberthalf.com et nous indiquer dans le corps de votre message votre adresse électronique, nom complet et numéro de téléphone.

Pour révoquer votre consentement auprès de Robert Half Canada Inc.

Pour nous informer que vous ne souhaitez plus recevoir d'avis et de communications en format électronique à l'avenir, votre représentant autorisé peut :

i. soit refuser de signer un document au cours de l'étape de signature et, sur la page suivante, cocher la case indiquant que vous souhaitez révoquer votre consentement;

ii. soit nous envoyer un courriel à l'adresse edocs.support@roberthalf.com et nous indiquer dans le corps de votre message votre adresse électronique, nom complet, adresse postale et numéro de téléphone. Nous n'avons pas besoin d'obtenir d'autres renseignements de votre part pour la révocation de votre consentement. La révocation de votre consentement à la transmission et signature de documents électroniques aura comme conséquences que les délais de traitement des opérations pourraient être plus longs.

Matériel et logiciel requis

Les exigences minimales pour l'utilisation du système DocuSign peuvent changer au fil du temps. Vous trouverez les exigences actuelles du système à la page suivante : https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Confirmation de votre accès aux documents et de votre consentement à les recevoir et à les signer de façon électronique

Si vous pouvez accéder à la présente communication de façon électronique, cela nous indique que vous pourrez accéder aux autres avis et communications électroniques que nous vous fournirons en utilisant le système DocuSign,

à la condition que vous continuiez de vous répondre aux exigences minimales pour l'utilisation du système DocuSign, qui peuvent changer de temps à autre.

En cochant la case à côté de « J'accepte d'utiliser des documents et des signatures électroniques » et en cliquant sur « CONTINUER », vous confirmez ce qui suit :

- Vous avez accédé, lu et accepté de vous conformer aux modalités de la présente communication sur les documents et signatures électroniques;
- Vous pouvez imprimer sur papier la présente communication sur les documents et signatures électroniques ou la sauvegarder en format électronique ou l'envoyer par courriel ou autrement pour pouvoir l'imprimer ou le sauvegarder, à des fins de consultations ou d'accès futurs; et
- À moins que vous n'informiez Robert Half Canada inc. de la façon décrite ci-dessus, vous consentez à recevoir par voie électronique les avis et les communications, les autorisations, les confirmations et les autres documents qui vous sont transmis ou qui sont mis à votre disposition de façon électronique par Robert Half Canada Inc. dans le cours de votre relation d'affaires avec Robert Half Canada inc.

EXHIBIT A
(Insert RFP for City Manager's review)

ATTACHMENT B

CONTRACT FOR

RFP No. 21-1160-6025, Temporary Service Workers

between

City of Newport News, Virginia

and

Robert Half

Section I – Fully Executed Contract

Section II – Bid/Proposal and Related Documents

Section III – Solicitation and Addenda

SECTION I

FULLY EXECUTED CONTRACT

ATTACHMENT B

CONTRACT FOR
Temporary Service Workers
Contract No. 21-1160-04

THIS CONTRACT is made effective January 6, 2021 by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the ---"**City**," and **Robert Half** or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor.**"

WHEREAS, in response to the City's Request for Proposals (RFP) No. 21-1160-6025 entitled Temporary Service Workers, the Contractor has submitted a timely proposal to provide services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the Contractor's proposal, Best and Final Offer and any Purchase Orders issued pursuant to this Contract, all of which are incorporated by reference. All parts of the Contract are intended to be complementary and are binding. In the event of any conflict, discrepancy, error or omission among any parts of the Contract, the following order precedence shall govern: (1) this Contract; (2) the City's RFP and related Addenda; (3) the Contractor's Proposal and related amendments and offers; and (4) Purchase Orders.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on January 15, 2021 and shall be continue for one year, with an option to renew at the City's sole discretion, for four additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services as identified in Exhibit A.
5. **Price Adjustment:** Price adjustments shall be negotiated as needed by the City and the Contractor upon mutual agreement.
6. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
7. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
8. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
9. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the contract, including all renewal periods, and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
10. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by mutual agreement. The City Manager or her designee may execute such amendments on behalf of the City.

11. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
12. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written

Contractor:

Lindo Gharib, District President
Robert Half
150 West Main Street, Suite 1850
Norfolk, Virginia 23510
Email: lindo.gharib@roberthalf.com

City: Sonja Eubank, Procurement Administrator
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: eubanksj@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

ROBERT HALF

DocuSigned by:
BY: Lindo Gharib
DAB2E0987B094EF...
Lindo Gharib, District President

CITY OF NEWPORT NEWS, VIRGINIA

DocuSigned by:
BY: Cynthia D. Rohlf
98A3A49C081D4E2...
Cynthia D. Rohlf, City Manager

EXHIBIT A
PAYMENT

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers	N/A	N/A
Craft Workers and Operatives	N/A	N/A
Administrative Personnel	$19.00	$30.00
Technicians	N/A	N/A
Professional Staff	$25.00	$60.00
Service Workers	N/A	N/A

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)	$20.00	$26.00
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)	$24.00	$30.00
Accounting – Professional (Manager – Senior level Accountants)	$55.00	$85.00

Contractor Fees: Fees are based on the total gross margin percentages for each division and shall remain firm for the initial contract period and all renewals.

Accountemps: 33%
Office Team: 31.5 %
Management Resources: 42%
RH Technology: 35.5%

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work and Terms and Conditions included in the Request for Proposals, related Addenda and Contractor's Proposal are incorporated into the Contract:

In addition to the Insurance Requirements listed in the RFP, Contractor agrees to carry a minimum of $1,000,000 coverage each for 3rd Party Liability, Professional Liability and 3rd Party Crime.

Section A Standard Terms and Condition #12 Payment: Add: Temporary Service Worker will present a time sheet or an electronic time record to the City for verification and approval at the end of each week. Contractor will bill the City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate.

Section A Standard Terms and Conditions #14 Hold Harmless and Indemnification revised to read: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by negligent performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the City.

Section A Standard Terms and Conditions #15 revised to read: The City shall supervise performance by the Contractor. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, milestones, or specifications), Contractor shall be compensated on a time and materials basis only. Contractor is a temporary staffing contractor and does not provide deliverables or warranty services performed.

Section A Standard Terms and Conditions #16 Laws and Regulations revised to read: The Contractor shall keep fully informed of all applicable federal, state and local laws, ordinances and regulations that in any manner affect the conduct of temporary staffing. The Contractor shall at all times observe and comply with all applicable laws, ordinances and regulations in the performance of their staffing services.

Section A Standard Terms and Conditions #29 Records revised and Inspections to read: The Contractor shall maintain full and accurate records with respect to all billing covered under this contract, including, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of billing. This provision shall not apply to confidential information, including but not limited to, Assigned Individual's personnel files or the remuneration paid by Contractor to its Assigned Individuals and subcontractors

Section B Contract Specific Terms and Conditions #3 revised to read: Firms shall have the capability in all respects to fully perform the temporary staffing services by assigning individuals ("Assigned Individuals") to assist the City with services and have the experience necessary to assure good faith performance of the Contract.

Section B Contract Specific Terms and Conditions #12: Add - Notwithstanding the language in provision 12B, Contractor shall only be required to meet the insurance obligations listed under Exhibit II to this RFP.

Section B Contract Specific Terms and Conditions: Add #15 - SCOPE OF SERVICES: The City shall supervise Assigned Individuals providing services to the City. The City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (v) to perform Services remotely (e.g. on premises other than the Client's or Client's customer's premises); or to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual, (vi) to make any management decisions; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, the City agrees that it will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on the City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.

Section B Contract Specific Terms and Conditions: Add #16 - ASSIGNED INDIVIDUAL CONFIDENTIALITY: Unless required by law, the City agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and the City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Section B Contract Specific Terms and Conditions: Add #17 - SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half International Inc. branch and division(s) obligated under this Agreement are, the Accountemps division of the branch office located at 150 West Main St., Suite 1850, Norfolk, VA 23510.

Section B Contract Specific Terms and Conditions: Add #18 - It is understood that the City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Temporary Service Workers working on the City's premises.

Section D Scope of Work, Letter A, Background Checks: Add: All background checks to be performed on Temporary Service Workers will be confirmed by the City in a writing signed by both parties. If the City request a copy of the results of any checks conducted on Contractor's Assigned Individuals, the City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Section D Scope of Work, Temporary Service Workers Selection Guidelines Letter B, DMV Driver Record Check revised to read: Temporary Service Workers will not be permitted or required by the City to drive while on assignment.

Section D Scope of Work, Performance and Conduct Requirements for Temporary Service Workers: first paragraph revised to read: Temporary Service Workers shall comply with City and departmental policies, procedures, rules, and directives, which will be communicated to Temporary Services Workers by the City, which will be responsible for supervising the Temporary Services workers.

Requirements Section D Scope of Work Account Service, Placement Fees revised to read: CONVERSION TERMS: In the event the City wishes to convert any of Contractor's Assigned Individuals, the City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 35% of the Assigned Individual's aggregate annual compensation, including bonuses. The City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of the City's subsequent referral of the Assigned Individual. The conversion fee is payable if the City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis (hereinafter "full fee"), as outlined above, in the first 30 days after placement. The full fee is reduced by 15% every 30 days thereafter. The same calculation will be used if the City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000 unless conversion occurs after 150 days, at which time no conversion rate applies. The varying rates for Assigned Individuals will be established through mutual agreement of both the City and the Contractor and is dependent upon the various qualifications of the temporary employees.

Contractor agrees no conversion fees shall apply if an assigned temporary service worker applies for a position they are not currently assigned to in the City and they are hired on a competitive basis.

DocuSign SECURED

Certificate Of Completion

Envelope Id: B8D6B6C5F7114939BBF49DDF097AAC06
Status: Completed
Subject: Please Docusign: Contract No. 21-1160-04
Source Envelope:
Document Pages: 6
Signatures: 2
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Shawneequa Tyler
2400 Washington Avenue
City Hall, 4th Floor
Newport News, VA 23607
tylersd@nnva.gov
IP Address: 216.54.23.130

Record Tracking

Status: Original
1/6/2021 6:02:12 AM
Holder: Shawneequa Tyler
tylersd@nnva.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Gary W. Sightler sightlergw@nnva.gov Purchasing Agent City of Newport News, Virginia Office of Purchasing Signing Group: Purchasing Management Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 216.54.23.130	Sent: 1/6/2021 6:09:05 AM Viewed: 1/6/2021 7:40:06 AM Signed: 1/6/2021 7:48:52 AM
Electronic Record and Signature Disclosure: Accepted: 12/23/2019 8:42:53 AM ID: f1b34ee1-a5a3-4dae-89fb-c1e486fa5b06 Company Name: City of Newport News, Virginia Office of Purchasing		
Lindo Gharib Lindo.Gharib@Roberthalf.com Regional Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Lindo Gharib DAB2E0937B094EF... Signature Adoption: Pre-selected Style Using IP Address: 4.31.73.154	Sent: 1/6/2021 7:48:55 AM Viewed: 1/6/2021 7:50:18 AM Signed: 1/6/2021 10:42:05 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2021 7:50:18 AM ID: 2d65d825-6e41-4861-8c29-7989c3e02deb Company Name: City of Newport News, Virginia Office of Purchasing		
Cynthia D. Rohlf rohlfcd@nnva.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Cynthia D. Rohlf 98A3A49C081D4F2... Signature Adoption: Pre-selected Style Using IP Address: 216.54.23.130	Sent: 1/6/2021 10:42:07 AM Viewed: 1/6/2021 11:16:04 AM Signed: 1/6/2021 11:16:42 AM
Electronic Record and Signature Disclosure: Accepted: 1/6/2021 11:14:28 AM ID: 077ba40e-d62f-4139-a6d4-5198ba396284 Company Name: City of Newport News, Virginia Office of Purchasing		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sonja Eubank eubanksj@nnva.gov Procurement Administrator City of Newport News, VA Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/6/2021 11:16:45 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2021 6:09:06 AM
Certified Delivered	Security Checked	1/6/2021 11:16:04 AM
Signing Complete	Security Checked	1/6/2021 11:16:42 AM
Completed	Security Checked	1/6/2021 11:16:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ATTACHMENT B

CITY OF NEWPORT NEWS, VIRGINIA ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for contract related documents and agreements initiated by the Office of Purchasing. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at the Virginia Legislative Information System website .

Agree to Electronic Signatures

By selecting the check-box next to "I agree to use electronic records and signatures", you confirm that:

- You have read this Agreement;
- You agree to sign contract related documents and agreements with the City by an electronic means, including the DocuSign system:
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company:
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and
- You consent to receive contract related documents and agreements by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.

Withdrawing your Consent

You may withdraw your consent to electronic signatures by contacting the Office of Purchasing at:

City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue
City Hall, 4th Floor
Newport News, Virginia 23607
Phone: 757-926-8721
Email: purchase@nnva.gov

Consequences of changing your mind

If you elect to receive contract related documents and agreements only in paper format, it will slow the speed at which we can complete certain steps in transactions with you.

SECTION II

BID/PROPOSAL

ATTACHMENT B

REQUEST FOR PROPOSALS

RFP No. 21-1160-6025
Issue Date: July 31, 2020

City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title: Type text here	Temporary Service Workers
Proposals Due:	**August 24, 2020 at 5:00 p.m.**
Project Overview:	The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Offeror) to provide "Temporary Service Workers" for various City Departments on an as needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

The City of Newport News (the "City") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference has been scheduled **August 10th, 2020 at 10:00 a.m.**

Pre-Proposal Conference Location: The conference will be held in a digital meeting format. **Interested Offeror's must RSVP to Shawneequa Tyler, Assistant Buyer of their interest to attend no later than 1:00 p.m. on Thursday, August 6th, 2020.**

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than **1:00 p.m. on August 17, 2020**. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	Sonja Eubank, Procurement Administrator, eubanksj@nnva.gov
Assistant Buyer:	Shawneequa Tyler, Assistant Buyer, tylersd@nnva.gov

This solicitation is posted on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the **eVA** solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

Table of Contents

Terms Conditions and Specifications

Section A - Standard Terms and Conditions
Section B - Contract Specific Terms and Conditions
Section C - Submission Requirements and Evaluation
Section D – Scope of Work

Attachments

Attachment A – Proposal Form
Attachment B – Price Proposal
Attachment C – Small, Women-Owned, Minority and Service Disabled Veteran-Owned Business Requirements
Attachment D – References
Attachment E – Proprietary Information

Exhibits

Exhibit I – Professional Accounting Scope of Work Descriptions
Exhibit II- Insurance Requirements
Exhibit III – Sample Agreement/Contract

SECTION A
STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

1. **PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS:**

   a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.

   b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.

   c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.

   d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.

   e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.

   f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.

   g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.

   h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.

   i. Submission of a proposal is not to be construed as an award or an order to ship.

   j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA**: Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

   The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

3. **AWARD:**

   a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

   b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.

   c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.

   d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.

   e. The Administrative Appeals Procedure is posted on the Office of Purchasing website https://www.nnva.gov/707/Vendor-Resources. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit https://www.scc.virginia.gov/ for more information.

7. **COOPERATIVE PURCHASE**: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.

8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS**: The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.

9. **FAITH BASED ORGANIZATIONS**: The City of Newport News does not discriminate against faith based organizations.

10. **NON-DISCRIMINATION**: During the performance of a contract with the City, the Contractor agrees as follows:

    a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

    b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE**: During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. **PAYMENT TERMS:**

    a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.

    b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.

    c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.

    d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

    e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.

    f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION**: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. **INTERPRETATION OF SPECIFICATIONS**: The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16. **LAWS AND REGULATIONS**: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

17. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

18. **RIGHTS UNDER ANTITRUST LAWS**: The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or

pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

20. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

21. **DEFAULT**: In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

22. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

    If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

    Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

23. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

    The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

    In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

24. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

25. **SEVERABILITY**: If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or

unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

26. **INDEPENDENT CONTRACTOR**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

27. **CONFLICT**: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

28. **NON-EXCLUSIVE CONTRACT**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

29. **RECORDS AND INSPECTION**: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

30. **ENTIRE AGREEMENT**: The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.

2. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference is scheduled related to this Request for Proposals on the date, time and location posted on the cover page. Attendance at the pre-proposal conference is not mandatory in order for a proposal to be considered for award.

3. **CONTRACTOR QUALIFICATIONS**: Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.

4. **METHOD OF AWARD:** The City will make multiple awards to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the City by taking into consideration price and the evaluation criteria identified herein.

5. **ASSIGNMENT OF WORK/ORDERING:** Following award of contracts, the City will request services of Temporary Service Workers on an as-needed basis. Contractors may be contacted individually or collectively when there are needs for a Temporary Service Workers based on various factors including but not limited to: timeframe in which a worker is needed, specialty areas of the Contractor, responsiveness to City requests, quality of personnel offered and other factors in which the City determines to be in its best interest. The City cannot guarantee the volume of work for each Contractor.

   The City will interview the Temporary Service Workers offered by the Contractor(s) and will select the individual who it determines to be the best candidate for the temporary assignment.

6. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

7. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

8. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award and continue for one year with the option to renew, at the City's sole discretion, for four (4) additional one (1) year periods.

   A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

9. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order or a City issued Purchasing Card.

   The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase

order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

10. **INVOICING**: The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

11. **PAYMENT:** Payment will be authorized following receipt of a valid invoice which must include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City) Description of Goods and Services, Unit Prices, Total Price). Invoices may be submitted on a monthly basis according to services rendered. Final payment terms may be negotiated with the selected Offeror.

12. **INSURANCE**: The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

    Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

    Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

    Insurance requirements are specified herein as Exhibit I.

13. **CONFIDENTIALITY**

    a. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

    b. Exclusions: The term "Confidential Information" shall not include information that is:
        i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
        ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
        iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

c. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.

14. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

SECTION C
SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as "ORIGINAL") and 5 complete electronic version(s) on CD or USB/"Thumb Drive" (a USB/"Thumb Drive" is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror's name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information

- Attachment A – Proposal Form. The Proposal Form should act as the cover pages of the proposal
- Attachment B – Completed SWAM Form
- Attachment C – Reference Form. References should be for projects similar in size and scope.
- Attachment D – Proprietary Information Form
- Technical Proposal:
    - An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
    - A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc. Include geographical location and hours of operation.
    - A description of the Offeror's understanding of the requirements contained in the Scope of Work.
    - The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
    - Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
    - Describe the firm's current turnover rate for agency recruiters and account representatives.
    - Describe your firm's ability and process to respond to City emergencies, request for services, etc. within 24 hours of notice.

- Identify specialty areas of your firm, including the ability to provide some or all of the position categories identified in the Scope of Work.
- Describe the firm's testing, screening, and interviewing process, including how the firm determines if a candidate meets the qualifications of a position.
- Describe the firm's approach and experience in successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering).
- Describe the approach to attract a diverse well qualified pool of candidates for the position categories offered in your proposal.
- Describe your firm's approach to adjusting labor category rates and related fees for renewal terms.
- Include conversion terms should the City wish to covert/hire assigned individuals to a City position.
- Include any special conditions for cash handling by assigned individuals.
- Successes on projects similar in size and scope.
- A statement of the financial status of the firm.

3. **PRICE PROPOSAL-** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.

   The Price Proposal should include the Contractor's fee(s) for each labor category.

   Provide and detail cost of all additional fees associated with hiring an assigned temporary employee. Please refer to the Section D, Scope of Work regarding the City's intention regarding placement fees.

4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
   - The demonstrated understanding and approach to provide the services identified in this Request for Proposals.
   - Successful experience and capabilities of the firm providing similar services.
   - Demonstrated experience successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering)
   - Demonstrated ability to provide a pool of qualified and capable candidates to meet the needs of the City.
   - Fees
   - Completeness of Proposal.

5. **EVALUATION OF PROPOSALS:**

   Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

   Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

   Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

SECTION D
SCOPE OF WORK

TEMPORARY SERVICE WORKERS

PURPOSE:

The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Contractor) to provide "Temporary Service Workers" for various City departments on an as-needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

BACKGROUND:

The City provides a variety of local government services to over 180,000 citizens and is a regional water provider to citizens and businesses in Newport News as well as four other local jurisdictions. To assist City departments with periodic project implementation and with maintaining these services and operations in the event of staffing shortages, the City contracts for various temporary personnel.

The temporary personnel are utilized on an as-needed basis, and are subject to working within the City's hours of operation for the specific assignment. Depending on the nature of the job, some positions are seasonal and the duration of each requirement can vary from less than a week to several months. The City's administrative hours of operation have been established as Monday through Friday, 8:00 am to 5:00 pm; however, individual departments are authorized to establish schedules that most effectively provide City services. As such, individual operating schedules and staff assignments may necessitate weekend, evening, or other shift work; however, all schedules are administered in accordance with applicable federal and state regulations.

As a result of this Request for Proposals (RFP), it is anticipated that multiple awards will be made and Contractors may be categorized as primary or secondary Contractors based upon the evaluation criteria and negotiated terms and conditions. As needs arise, the City will contact one or more Contractors to obtain the individual(s) most suited to the assignment.

SCOPE OF WORK:

General Operational Guidelines

The Contractor shall furnish Temporary Service Workers to perform work in the following categories described below as identified by the City at the time of request for temporary services. Proposals may be submitted for all or some of the position categories identified below. *The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract.*

- Laborers – Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: construction worker helpers; equipment operators; laborers; refuse and recyclable materials collectors; pipe layers.

- Craft Workers and Operatives – Most jobs in this category include intermediate or higher skilled occupations and include workers who operate machinery or factory-related equipment, construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples include: laundry workers; photographic process workers (printers);

electrical and electronic equipment assemblers; truck drivers; industrial truck and tractor (forklift) operators; parking lot attendants; carpenters; electricians; painters (both construction and maintenance); pipelayers, plumbers, and pipefitters. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics and electric and electronic equipment repairers.

- Administrative Personnel – Jobs in this category involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; dispatchers; couriers; computer operators; word processors and typists; and general office clerks.

- Technicians – Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

- Professional Staff – Most jobs in this category require bachelor or graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; architects; chemists; computer programmers; engineers; lawyers; librarians; natural scientists; registered nurses; and surveyors.

- Service Workers – Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples include: cooks; transportation attendants; janitors; and security guards.

- Professional Accounting – Job descriptions for this category are listed in **Exhibit I**.

Specific knowledge, skill or ability requirements necessary for the work to be performed will be identified by the City with each individual request and the per hour pay rate will be determined by skill level of the Temporary Service Worker within the specific position category requested and the corresponding pay ranges. Invoices should reflect the agreed-upon rate for the individual worker based on the pay rate established (approved) for the position.

A. Request for Service Engagement: The City will notify the Contractor of the City's Point of Contact, as well as backup, who is authorized to request Temporary Service Workers. A City purchase order shall be required prior to commencement of work. For reporting purposes, the purchase order number for each service engagement must be reported and clearly stated on all required monthly summary reports.

B. Response Time: The Contractor shall respond to a new request within one (1) business day, or within the timeframe established by the City, to confirm availability of a suitable Temporary Service Worker to fill the request. The City reserves the right to simultaneously give all Contractors an opportunity to fill positions on a "first come" basis when there is an urgent need. In the event of an emergency requirement, the Contractor shall make every commercially reasonable attempt to respond to the request in the City's established emergency time frame.

Upon Contractor's confirmation of Temporary Service Worker availability, the City's Point of Contact will provide Contractor with instructions regarding the assignment. This may also include an interview (phone interview or face-to-face interview) or skills assessment prior to placement with the City. If the City

determines that the candidate does not meet the skill requirements of the position, the City will reject the candidate and move to the next candidate, or request other resumes from which to choose another candidate, at no cost to the City. When the request is given to more than one Contractor, the City will notify all Contractors when the request is filled.

Temporary Service Workers Selection Guidelines

A. Background Checks:

Certain Temporary Service Workers will be subject to criminal history background checks as a condition of providing services of a sensitive nature including matters involving public welfare, safety, health activities, monetary or confidential matters, children's activities, therapeutic recreation programs, mature adult programs, and access to the Criminal Justice Information System (CJIS) or the Virginia Criminal Information Network (VCIN).

The City's Director of Human Resources, or their designee, shall determine the type and scope of the criminal history record checks and any other background checks required based on the specific assignment requested by the City and may include a federal, state or local check, as well as a check through the National Sex Offender Registry, or the Virginia Child Abuse and Neglect Registry. The Contractor is responsible for conducting identified criminal history checks on potential Temporary Service Workers prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for costs associated with the criminal history background checks. The requirement for a background check shall be identified by the City prior to making the request for service engagement.

B. DMV Driver Record Check:

If operation of a vehicle is a requirement of the temporary assignment, the City will provide a vehicle for the assigned work. The Contractor shall perform a DMV driver's license record check prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for ensuring any individual assigned or permitted to operate vehicles is properly licensed. When operation of a City vehicle requires a Commercial Driver's License, the potential Temporary Service Worker must possess a minimum of a CDL permit. The Contractor shall be responsible for costs associated with the DMV driver's license record check.

Prior to driving a City vehicle, the Temporary Service Worker must complete the City's online safe driving course, which will be administered and managed by the City. The requirement for a DMV Driver Record Check shall be identified by the City prior to making the request for service engagement.

Performance and Conduct Requirements for Temporary Service Workers

A. Standards of Conduct:

Temporary Service Workers will conduct themselves in a professional manner and shall comply with City and departmental policies, procedures, rules, and directives. City equipment (all property owned, leased, or controlled by the City, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, will be used only for work-related purposes.

Smoking or tobacco use in any form while on City property and while performing services for the City is prohibited. Reporting to work or being at work while under the influence of alcohol or a

controlled substance, or the possession, manufacture or distribution of controlled substances at work is strictly prohibited.

B. Communication Skills: Unless otherwise requested, all Temporary Service Workers must be able to read, write, speak and comprehend the English language. Temporary Service Workers that are not able to read, write, speak, or comprehend the English language will not be acceptable and the City will incur no expenses and wages.

C. Certifications: Certifications for Temporary Service Workers required for a specific assignment will be identified by the City at the time of request. The Contractor shall keep a current record of Temporary Service Worker certifications and the expiration dates to ensure that required certifications are maintained. If the Temporary Service Worker's certification expires during an assignment, the City reserves the right to send the Temporary Service Worker for recertification training and may invoice the Contractor for the training cost incurred, or send the worker home as the City determines appropriate.

D. Attire and Related Safety Equipment

The Contractor shall send Temporary Service Workers to job assignments dressed appropriately for the identified assignment. The Contractor shall provide all personal safety equipment as required for the specific assignment including, but not limited to, gloves, rain suits, rubber boots, steel-toe shoes/boots, etc. Temporary Service Workers who report to work without the appropriate attire, safety equipment, or in an unacceptable condition (including proper hygiene), may be sent home at the City supervisor's discretion. The Temporary Service Worker will not be paid in these instances. In some instances, Temporary Service Workers may be issued uniforms. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued uniform and to turn them in to their supervisor upon completion of the temporary assignment.

The Contractor shall be responsible for any attire and related safety equipment if issued by the City (hard hats, job specific equipment, etc. that is damaged beyond normal wear and tear) or not returned at the end of the temporary assignment and will be charged actual replacement costs.

Account Service Requirements

A. Contractor Single Point of Contact: The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that shall be accessible during normal work hours 8:00 am until 5:00 pm Monday through Friday, with the exception of observed holidays, to receive temporary staffing requests, handle and assist in any and all inquiries regarding availability, status of orders, scheduling, billing, contract compliance requirements, reports, and problem solving. Contractor's SPOC, who will receive temporary service worker requests, shall be available via telephone and email.

The Contractor's SPOC shall meet with the City's point of contact (POC) and/or the hiring manager, as requested, to discuss all services and any absentee or performance issues. The SPOC will contact the City's POC directly to receive the Temporary Service Worker's arrival instructions once the order is filled.

B. Refusal: The City shall have the right at any time to refuse any Temporary Service Worker provided by the Contractor for any job related deficiency. Replacement of any Temporary Service Worker shall be in compliance with all applicable anti-discrimination laws. The rejected Temporary Service Worker shall be immediately removed and prompt arrangements made for a suitable replacement.

C. Contractor's Employees and Mandatory Taxes, etc.: The Temporary Service Workers provided to the City shall be employees of the Contractor. The Contractor shall be responsible for obtaining employment eligibility verification (Federal Form I-9), withholding and payment of all payroll taxes, providing workers' compensation coverage and applicable insurances, payroll reporting, and other employer Federal and State mandatory requirements for Temporary Service Workers.

D. Contractor's Fee: The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. Please outline these rates on Attachment B of this submittal.

E. Hours of Work and Overtime:

The Contractor shall verify work hours at the time the order is placed. Working hours and holidays will vary based upon the position in which the Temporary Service Worker is placed. There may be requirements for evening, weekend and overtime work, based upon the position in which the Temporary Service Worker is placed. The Contractor shall supply time sheets to Temporary Service Workers. Time sheets will be completed by the Temporary Service Worker, and then approved and submitted via email or facsimile by the supervisor of the Temporary Service Worker to the Contractor's SPOC on a weekly basis for billing purposes.

Overtime will be defined in accordance with the Fair Labor Standards Act and must be authorized in advance by the supervisor of the Temporary Service Worker. Lunch and additional break periods will be determined by the supervisor of the Temporary Service Worker. Lunch and additional break periods in excess of fifteen (15) minutes will not be considered work time and as such will not be paid by the City. Temporary Service Workers who are authorized to work on an observed holiday will be paid for time worked. The City's terms and conditions in this solicitation take precedence over any terms and conditions included on Contractor time sheets.

F. Transportation and Parking: It will be the responsibility of the Contractor or the Temporary Service Worker to provide transportation to and from the required work location. Parking will be provided for Temporary Service Workers in the same manner as provided for regular City employees.

G. Identification Badges: Temporary Service Workers may be issued a City identification (ID) badge and a Data Watch security access badge. If it is determined that a City ID badge or a Data Watch security badge will be necessary, the supervisor of the Temporary Service Worker will complete the necessary request form and arrange for the badges to be issued. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued badges and to turn in the badges to their supervisor upon completion of the temporary assignment. The Contractor shall be responsible for the City's prevailing fee for replacement of a lost badge, or if a badge is not returned at the completion of the assignment.

H. Travel Reimbursement: It is the Policy of the City to pay all legitimate and necessary expenses incurred while traveling on City business if funds are available. As such, all travel must be approved in advance and any Temporary Service Worker authorized to travel for City business will be compensated in accordance with the City's Personnel Administrative Manual, Section 1405-Travel and Meeting Expense Policy, which can be found at http://www.nngov.com/DocumentCenter/View/237 .

I. Placement Fees: Temporary Service Workers may be hired by the City at any time to fill publicly advertised position vacancies and the City does not agree to pay placement fees unless otherwise negotiated. In addition, the City does not agree to the Temporary Service Workers being obligated for any placement fee to the Contractor upon being hired by the City unless otherwise negotiated.

J. Transitioning Existing Temporary Service Workers: At the request of the City, the Contractor shall make reasonable efforts to transition existing Temporary Service Workers provided by other temporary employment agencies.

K. Reporting Requirements:

On a monthly basis, the Contractor shall provide the City's POC with electronic reports of the individual usage and the total dollar volume of purchases by the 15th day of the month following actual usage, or the following business day if the 15th day of the month falls on a weekend or holiday.

The required report information will include, but may not be limited to, the purchase order number for each assignment, the number of regular hours and overtime hours worked for each position furnished for the completed month for which the report covers, and the actual cost for each position furnished. Monthly and cumulative reports will also include information for each Temporary Service Worker, the worker's name, hours worked, hourly pay rate, and totals. A template of the monthly report in Excel format will be provided to the awarded Contractors. Failure to submit this information in the required format and time may result in payment delays and/or cancellation of the awarded contract.

L. Occupational Safety and Health: The Contractor shall ensure that all Temporary Service Workers are given adequate safety and health training as required by OSHA, explanations of their position duties, and ensure that they are provided necessary protections by the City. The City will treat Temporary Service Workers like any other workers in terms of OSHA job required training, and safety and health protections. The City shall provide specific training tailored to the particular workplace equipment/hazards.

M. Affordable Care Act: Penalties assessed to the Contractor by the federal government due to lack of health coverage under the Affordable Care Act, or insufficient health coverage shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure its own compliance with all applicable law; the City shall NOT be responsible for any penalties or noncompliance costs under the ACA that are incurred or assessed related to the Contractor's employees, regardless of whether such ACA penalties or non-compliance costs are assessed to the Contractor or to the City.

ATTACHMENT A
PROPOSAL FORM
(Completed Form shall be submitted as Proposal Cover Pages)

RFP Number:	21-1160-6025
Proposal Name:	Temporary Service Workers
Due Date and Time:	August 24, 2020 at 5:00 p.m.

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	Robert Half
Mailing Address	150 West Main Street, Suite 1850, Norfolk, VA 23510
Payment Address (if different from Mailing Address)	12400 Collections Center Drive, Chicago, IL 60693-0124
Firm Telephone Number	(757) 624 - 1100
Employer Identification Number (EIN)	94 - 1648752
Social Security Number (only if a EIN is NOT provided)	___ - ___ - ___
Representative Name/Title	Savanah Crawford, Branch Manager
Representative Telephone Number	757.624.1100
Representative Email Address	savanah.crawford@roberthalf.com

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: F115466-7

or

Firm/Company is not required to have/maintain registration because: _____

2. **PAYMENT TERMS:**

- "Net 30"
- **Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. 1 Dated 8.19.2020

Addendum No. 2 Dated 8.24.2020

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: ___

List of exceptions attached_____

5. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

6. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- ☐ Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- ☐ Completed SWAM Form
- ☐ Completed W-9 (All proposals should include a W-9)
- ☐ Technical Proposal
- ☐ References
- ☐ Proprietary Information Form

7. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

8. **AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

(This form must be signed. All signatures must be original and not photocopies.)

ATTACHMENT A – PROPOSAL FORM

4. LIST OF EXCEPTIONS:

Add the following language to A§12 Payment: "Temporary Service Worker will present a time sheet or an electronic time record to the City for verification and approval at the end of each week. Contractor will bill the City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. "

Replace Section A§14 with the following: "The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by negligent performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of the City."

Replace Section A§15 with the following: "The City shall supervise performance by the Contractor. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, milestones, or specifications), Contractor shall be compensated on a time and materials basis only. Contractor is a temporary staffing contractor and does not provide deliverables or warranty services performed."

Replace Section A§16 with the following: "The Contractor shall keep fully informed of all applicable federal, state and local laws, ordinances and regulations that in any manner affect the conduct of temporary staffing. The Contractor shall at all times observe and comply with all applicable laws, ordinances and regulations in the performance of their staffing services."

Add the following sentence to Section A§22: "Either party may terminate the contract without penalty."

Replace Section A§29 with the following: "The Contractor shall maintain full and accurate records with respect to all billing covered under this contract, including, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for three (3) years after the date of billing."

Replace Section B§3 with the following: "Firms shall have the capability in all respects to fully perform the temporary staffing services by assigning individuals ("Assigned Individuals") to assist the City with services and have the experience necessary to assure good faith performance of the Contract."

Replace the first paragraph of Section B§12 with the following: "The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property due to the negligent performance of said services, and from all claims arising under

workmen's compensation laws. Following award of the contract, the Contractor shall be required to furnish proof of said insurance prior to commencement of services. A Certificate of Insurance, which names the City as additional insured shall be provided."

Insert Section B§15 to read "SCOPE OF SERVICES: The City shall supervise Assigned Individuals providing services to the City. The City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, except in the performance of assigned duties and limited to co-authorizing checks and accounting staff who are to make cash deposits with our City Treasurer as outlined in Section F, paragraph 29 of this Solicitation; (v) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual, except as outlined in Section F, paragraph 30 of this Solicitation, (vi) to make any management decisions; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, the City agrees that it will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on the City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns."

Insert Section B§16 to read "CASH HANDLING: The City understands that a standard condition of assignment prohibits Assigned Individuals from handling money or negotiable instruments because the Contractor is not in a position to supervise Assigned Individuals while they are on assignment, or to implement and maintain control procedures to prevent theft, misconduct or negligence. Therefore, Contractor will not permit Assigned Individuals to handle cash, checks or negotiable instruments or perform credit card or financial transactions or other related activities unless the City accepts sole responsibility for all liability that may be incurred as a result. Accordingly, the City accepts sole responsibility for managing Assigned Individuals, who will be handling cash, checks, or negotiable instruments, and the City hereby waives and releases Contractor (including their respective employees, officers and directors) from all claims or liability arising from the handling of money, checks, or negotiable instruments by Assigned Individuals. The City agrees to defend and indemnify Contractor (including their respective employees, officers and directors) with respect to any claim, demand or liability that may arise from Assigned Individuals handling of money, checks, or other negotiable instruments. The City represents that the City has reasonable controls in place to eliminate the potential of loss and agrees to accept sole responsibility for managing any Assigned Individuals. Such controls include, but are not limited to a petty cash maximum of $100.00."

Insert Section B§17 to read "REMOTE WORK: The City has requested that Contractor permit its Assigned Individuals to provide services to the City remotely (i.e., from a location other than the City's offices) using the City's laptop and/or other computer or telecommunications equipment (the "Equipment"). The City acknowledges DocuSign Envelope ID: 8096D6A0-BF97-4E08-9906-4051DDC103A9 and agrees that Contractor shall have no control over (i) the logical or physical performance, reliability or security of the Equipment or related devices, network accessibility and availability, software and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual; or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. The City agrees that Contractor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems."

ATTACHMENT B

Insert Section B§19 to read "RATE INCREASES: Contractor may increase its rates to reflect increases in its cost of employing its workers due to governmental or regulatory changes (e.g., costs associated with higher minimum wages for workers or increases in taxes, benefits or other costs that may result from any applicable government authority or action). Contractor will provide written or verbal notice to the City of the increase in its rates. Any increase in Contractor rates will be prospective, starting as of the effective date Contractor specifies in the notice."

Insert Section B§20 to read "ASSIGNED INDIVIDUAL CONFIDENTIALITY: The City agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and the City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure."

Insert Section F§21 to read "SCOPE OF AGREEMENT: Subsequent award of this Solicitation is only applicable to, and the only Robert Half International Inc. branch and division(s) obligated under this Agreement are, the Accountemps division of the branch office located at 150 West Main St., Suite 1850, Norfolk, VA 23510."

Insert Section F§22 to read "It is understood that the City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to the City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Temporary Service Workers working on the City's premises."

Add the following language to Section D, Background Checks: "All background checks to be performed on Temporary Service Workers will be confirmed by the City in a writing signed by both parties. If the City request a copy of the results of any checks conducted on Contractor's Assigned Individuals, the City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes."

Section D, DMV Driver Record Check shall be replaced with the following: "Temporary Service Workers will not be permitted or required by the City to drive while on assignment"

The first paragraph of Section D, Standards of Conduct shall be replaced with the following: "Temporary Service Workers shall comply with City and departmental policies, procedures, rules, and directives which will be communicated to Temporary Services Workers by the City, which will be responsible for supervising the Temporary Services workers.

Section D: Account Service Requirements Paragraph I shall be replaced with the following: "CONVERSION TERMS: In the event the City wishes to convert any of Contractor's Assigned Individuals, the City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal 35% of the Assigned Individual's aggregate annual compensation, including bonuses. The City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of the City's subsequent referral of the Assigned Individual. The conversion fee is payable if the City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis (hereinafter "full fee"), as outlined above, in the first 30 days after placement. The full fee is reduced by 15% every 30 days thereafter. The same calculation will be used if

the City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than $1,000 unless conversion occurs after 150 days, at which time no conversion rate applies."

The varying rates for Assigned Individuals will be established through mutual agreement of both the City and the Contractor and is dependent upon the various qualifications of the temporary employees.

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

ATTACHMENT B

ADDENDUM NO. 1
ISSUE DATE: August 19, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Bids Due: **August 31, 2020 at 5:00 p.m. (CHANGED)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of two (2) pages.

Note the following changes and prepare your submittal accordingly:

1. IMPORTANT PROPOSAL SUBMISSION INFORMATION – Page 2

2. Section C – Technical Proposal Format – Change Letter/Name of Attachments as follow:
   Attachment B – Change to Price Proposal Form
   Attachment C - Change to SWAM Form
   Attachment D – Change to Reference Page
   Attachment E (Add) - Proprietary Information Form

3. Attachment B – Price Proposal Clarification:
   Page 1 – provide the bill rates for each labor category inclusive of all Contractor fees
   Page 2 – list out all Contractor fees separately for each labor category (these fees will be a part of the evaluation criteria)

4. Bid due date changed to **August 31, 2020 at 5:00 p.m.**

5. Questions and answers will be forthcoming on a separate addendum

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

ADDENDUM NO. 2
ISSUE DATE: August 24, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Proposals Due: **August 31, 2020 at 5:00 p.m. (CHANGED ON ADDENDUM 1)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of ten (10) pages.

Note the following changes and prepare your submittal accordingly:

1. Questions and answers. Pages 2 - 10

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: Robert Half

Print Name: Lindo Gharib Title: District Director

Signature: DocuSigned by: Lindo Gharib 6C9DE3BF08494BB... Date: 8/28/2020

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

Questions and Answers

Q.1 What is the anticipated volume/project cost?

A.1 Varies based on the needs of the department throughtout the year

Q.2 What are the anticipated number of temps to be requested in the contract period?

A.2 Varies based on the needs of the department throughtout the year

Q.3 Are any current temps being transferred from the current vendor?

A.3 No, if the awarded vendors change, the current temporary employees assigned will also change

Q.4 When is the anticipated award date?

A.4 Awards are anticipated to be made by the end of the year. Contracts are estimated to begin January 15, 2021

Q.5 Does the vendor determine pay rates or do you have these determined?

A.5 The Contractor would determine pay ranges. When a temporary worker is needed, the hiring manager will negotiate a rate with the Contractor, within the already agreed upon pay range for the job category.

Q.6 Do all positions have to be bidded on?

A.6 See Scope of Work – first paragraph under General Operational Guidelines

Q.7 What would you determine as a fair/reasonable profit a vendor should make on this specific contract?

A.7 The City cannot make this determination

Q.8 Can you give me a better idea of the evaluation criteria in terms of percentage? Is it weight more heavily on technical or commercial

A.8 Evaluation criteria are listed and evaluated in order of importance – not percentage

Q.9 Can you give me a better idea on how we can satisfy the requirements for staff on hand? Our staffing company has access to the market place the ability to find and hire workers, but we don't keep staff on hand. We are willing to subcontract work out with local companies if need be, but we don't currently hold the employees on our staff. How is this requirement satisfied? Is having resumes of possible candidates sufficient to fulfill this category?

A.9 The City is not able to recommend how requirements are satisfied. Offerors must submit proposals for meeting the required services.

Q.10 Is there any preference given to local vendors?

A.10 Awards will be made based on the evaluation criteria listed in the RFP. As part of the technical proposal response, Offerors should describe the firms ability and process to respond to City emergencies, request for services, etc. within 24 hours.

Q.11 How many temporary service workers are currently engaged in the current contract? Please also provide the bifurcation of the workers supplied by each incumbent.

A.11 See A21

Q.12 When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?

A.12 See A18 for previous two years spending. Monetary spend since inception is not available at this time

Q.13 Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?

A.13 No

Q.14 How many vendors does the city intend to award?

A.14 The anticipated number of awards will be three to four

Q.15 What information city is expecting in response to point # 14 of the technical proposal mentioned on page # 13 of the RFP document?

A.15 Offeror should include any special conditions, policies, procedures, etc. for cash handling by assigned individuals.

Q.16 The alphabetical order of the attachments mentioned on page # 12 of the RFP document differs from the actual order of the attachments. Please confirm, if an offeror should use the alphabetical order mentioned on the attachments in response?

A.16 See Addendum 1

Q.17 Is there any way of removing the stipulation for the Alternate Employer Endorsement for this agreement?

A.17 This insurance requirement cannot be removed. The alternate employer endorsement is a contractual requirement due to the statutory employer language found in section 65.2-302 of the Virginia Code.

Q.18 What is the estimated budget for this RFP? If unknown, please specify previous spending.

A.18 Unknown – previous spending chart below

Fiscal Year	Allocated	Department
2019	$ 14,712.32	Finance
2019	$ 188,623.02	Public Works
2019	$ 52,920.00	Human Services
2019	$ 121,973.46	Parks/Recreation and Tourism
2019	$ 368,333.10	Waterworks
2019	$ 3,437.50	Vehicle and Equipment Services
2020	$ 42,090.00	Fire
2020	$ 372,132.24	Public Works
2020	$ 94,668.00	Human Services
2020	$ 68,236.00	Parks/Recreation and Tourism

Q.19 Is this a single or multiple award RFP?

A.19 The City intends to make multiple awards

Q.20 Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

A.20 This is not a new requirement. Current contracts awarded under RFP 2015-4415-0712 with Peopleshare Holding Corporation, Integrity Staffing Services, Inc. and Premier Staffing Source, Inc. expire January 14, 2021. Current contract awared under RFP 20-2481-3312 with Robert Half International, Inc. expires April 28, 2021. The City decided to issue one new solicitation for all temporary service workers in an effort to combine and award all contracts under this RFP.

Q.21 Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

A.21 We are not able to provide the individual assignments and pay rates. The chart below shows how much each department has allocated for their temporary need thus far in 2021 (Total Ordered) and how much so far they have spent (Total Ordered-Total Balance).

Total Ordered	Total Balance	Name	Department	Job Category
1,104.00	1,104.00	PEOPLESHARE HOLDING CORPORATION	Fire	Administrative
149,834.88	149,834.88	PEOPLESHARE HOLDING CORPORATION	Sheriff	Unknown
56,702.12	50,411.64	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
70,537.60	66,586.31	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
130,751.55	127,963.26	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
241,444.80	241,444.80	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
25,833.60	23,448.96	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
26,936.00	24,864.00	INTEGRITY STAFFING SERVICES, INC.	Human Services	Administrative
320,320.00	320,320.00	ROBERT HALF INTERNATIONAL INC	Human Services	Professional Accounting
43,534.40	43,534.40	INTEGRITY STAFFING SERVICES, INC.	WW	Administrative
208,935.00	200,038.47	INTEGRITY STAFFING SERVICES, INC.	WW	Laborer
109,792.80	96,023.85	PEOPLESHARE HOLDING CORPORATION	General Services	Laborer/Custodial
9,672.00	8,258.40	PEOPLESHARE HOLDING CORPORATION	General Services	Administrative

Q.22 Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

A.22 See separate attachments

Q.23 What are the most frequently used job categories in the subject matter RFP?

A.23 Laborers

Q.24 What is the average length of the assignment?

A.24 Assignments are "generally" less than three (3) months; however, there is no guarantee being provided of a minimum time frame for a placement.

Q.25 List of benefits current employees receiving from the incumbent.

A.25 The City does not know what benefits incumbents provide to their employees

Q.26 List of client mandates holidays

A.26 The City currently follows the following holidays-and as such-certain departments are closed.

A. New Year's Day (January 1) B. Dr. Martin Luther King's Birthday (Third Monday in January) C. George Washington's Birthday (Third Monday in February) D. Memorial Day (Last Monday in May) E. Independence Day (July 4) F. Labor Day (First Monday in September) G. Veteran's Day (November 11) H. Thanksgiving Day (Fourth Thursday in November) I. The Friday following Thanksgiving Day J. Christmas Eve (December 24) – Observed as four (4) hours only, and provided that December 24 falls during the normal Monday through Friday work week K. Christmas Day (December 25). *2021 Juneteenth was added

Q.27 List of vacation and holidays current employees receiving from the incumbent.

A.27 Unknown

Q.28 What is Mandate Living wage and Supplemental benefits?

A.28 The minimum wage in Virginia is 9.75. No other benefits are offered to temporary employees through the City.

Q.29 Details on benefits package current incumbent providing to temp staff.

A.29 Unknown

Q.30 Do we need to provide sample or live resumes on the job titles mentioned in the solicitation? If yes how much per job title?

A.30 This is up to each Offeror. They may include to show ability to fill the requirements of the the RFP.

Q.31 Could you please change the mode of submission of the response to email due to Covid-19?

A.31 See Addendum 1

Q.32 Is it mandatory to take Small/Women-Owned Minority or Service Disabled Veteran-Owned Business as a sub-contractor?

A.32 It is not a mandatory requirement; however, it is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM.

Q.33 If applicable, who is the incumbent for these services and for how long have they served City of Newport News in this capacity?

A.33 See A20 – Contracts awarded under RFP 2015-4415-0712 began January 2015, Contract awarded under 20-2481-3312 began April 2020.

Q.34 What are City of Newport News current [APPLICABLE RATES] for the positions listed in the solicitation?

A.34 See separate attachments

Q.35 What is City of Newport News historical usage and yearly spend for this contract during the past three (3) years?

A.35 See A18 for previous two years spending

Q.36 What is the anticipated annual and total spend for this contract?

A.36 Unknown

Q.37 Are there any PPE requirements?

A.37 Certain positions will require PPE and the City will provide

Q.38 When does City of Newport News anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

A.38 See A4

Q.39 Are respondents required to bid on all positions in order to be deemed responsive?

A.39 See A6

Q.40 If not all-or nothing, will bidding on only select positions negatively impact respondents' evaluation score?

A.40 No

Q.41 Will positions be remote due to COVID-19?

A.41 Assignments can be remote or in person

Q.42 Will City of Newport News accept Online submission due to COVID-19?

A.42 See Addendum 1

Q.43 To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will City of Newport News accept letters of attestation in lieu of actual background check results?

A.43 Yes

Q.44 Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to City of Newport?

A.44 It is up to each Contractor to determine how they absorb background fees

Q.45 Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to City of Newport News?

A.45 Exceptions will not cause Offeror to automatically be disqualified; however, depending on the exceptions, it may cause Offeror to not be shortlisted and/or not considered for award

Q.46 With respect to Affordable Care Act (ACA) costs, would City of Newport News prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates? Please clarify.

A.46 Incorporated into the proposed rates

Q.47 If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

A.47 Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

Q.48 On page 12 section 2, The attachments are listed in the order you want them, however the attachment letter does not match the description. For example: the second bullet point says "Attachment B – Completed SWAM Form" - However the SWAM form is labeled as Attachment C. Could you please clarify the order and the correct attachments?

A.48 See Addendum 1

Q.49 Would the City of Newport News be able to share the rates that were agreed upon in the last contract award or is this information publically available?

A.49 See separate attachments

Q.50 Will any employees be rolled over into the newly awarded staffing firms and if so, are we allowed to offer discounted rates?

A.50 No, if the vendors change, the current temporary employees assigned would also change.

Q.51 Attachment C - Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements, states, "Completed Form may be submitted with the Proposal or be submitted prior to award." Please confirm Attachment C does not have to be included with the company's proposal submission. Additionally, since there is "0" requirement for SWAM company participation, is SWAM participation assigned points or scored and taken into consideration for proposal evaluation?

A.51 Attachment C does not have to be included in the proposal but must be submitted prior to award. SWAM pariticapation is not an evaluation criteria – see Section C of the RFP for the evaluation criteria.

Q. 52 Regarding Page 19, J. Transitioning Existing Temporary Services Workers: How many incumbents will be assumed by the new vendor(s)?

A. 52 If the vendors change, the current temporary employees assigned would also change.

Q.53 Do we need to have a local business license for the City? If so, will this be required at the time of bidding at the award?

A.53 See #16 Section A. It is the responsibility of Contractor to determine if a local business license is required. More information can be found at https://www.nnva.gov/35/Business

Q.54 Does the City provide any paid vacation, paid sick day, or paid holidays to temporary employees?

A.54 No

Q.55 Does the City provide any benefits or contributions to benefits [medical, dental, visions] for temporary employees?

A.55 No

Q.56 Are there any Service Level Agreements [SLA's] expected? Such as:
a. Time frame we must make a submission after a new requirement is received
b. Number of Candidates to submit for each opening/headcount
c. Time frame of when a candidate is required to start after a new requirement is received

A.56 Contractor is expected to be able to meet all requirements upon contract execution

Q.57 Does the City have a holiday schedule for the calendar year? If employees are required to work on holidays, are they paid overtime or straight time?

A.57 The City will pay straight time. See A26

Q.58 Will 3rd party technical testing be required for candidate qualification before submission?

A.58 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.59 Is it expected that we meet each candidate face-to-face before submission to the City?

A.59 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.60 Are we permitted to send potential candidates from outside of the City, other parts of Virginia and the continental US as long as they are aligned with the payrate?

A.60 Yes

Q.61 Is there a maximum amount of time that a temporary employee can stay on a project?

A.61 See A24

Q.62 Does the City have any reporting requirements that would be required?

A.62 Monthly reporting

Q.63 Due to COVID, would we be required to provide Personal Protective Equipment to our Temporary Workers?

A.63 No, the City will provide

Q.64 What was the actual spend for this project for the previous year?

A.64 See A18

Q.65 What is the anticipated headcount in terms of temporary employees? If this is not known, is it possible to get the number of temporary employees from last year?

A.65 See A21

Q.66 Are the previous bidders' responses for the previously awarded proposal a matter of public record? Is it possible to get a copy of these?

A.66 See separate attachments

Q.67 Is it mandatory for the awarded bidder to have a local presence in the City of Newport News [City]? If so, can this be implemented at the time of award?

A.67 See A10

Q.68 Does the City provide parking for temporary employees?

A.68 Yes

Q.69 At the time of submission, do we need to provide any sample documentation of insurance [COI & Workers Compensation]?

A.69 See Section B #12 of the RFP

Q.70 Is it possible to get the pay rates for the positions included in the RFP for informational purposes?

A.70 See separate attachments

Q.71 Will reference checks be conducted for all bidders who submit a response or only for those bidders that have been shortlisted?

A.71 Reference checks may be conducted for all Offerors that submit a proposal

IMPORTANT PROPOSAL SUBMISSION INFORMATION

Due to COVID-19, the logistics of submitting paper proposals has changed. Therefore, the City has modified its policies and will temporarily accept proposals via email.

Offerors shall submit proposals in accordance with the submission requirements contained in *Section C, Submission Requirements and Evaluation* of the Request for Proposals. Proposals may also be submitted via email, provided they are also received by the due date and time specified above. If sent via email, Offerors must follow-up by submitting all required paper or electronic versions identified in *Section C, Submission Requirements and Evaluation* in order for the City to consider a firm for award.

Proposals received after the deadline will not be considered regardless of the method of delivery. The City cannot guarantee receipt of proposals sent via Email. Offerors may follow up and obtain confirmation from the City that their proposals have been received.

Note: The maximum file size the City can receive via email is 40MB (including the email message).

When submitting proposals via email, Offerors are encouraged to use options to minimize file size (i.e. compressed file, zip file/folder, etc.). Additionally, if the regular email size constraints are too restricting, Offerors may send using cloud based electronic services such as Dropbox, Google Drive, etc.

All Offerors submitting proposals via email shall use the following solicitation-specific email address: RFP21-1160-6025@nnva.gov

ATTACHMENT B
PRICE PROPOSAL

(Completed Form shall be submitted with the proposal)

OFFEROR NAME: _____

The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports.

Provide the anticipated hourly rates for each category below.

The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract. Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers		
Craft Workers and Operatives		
Administrative Personnel	$19.00	$30.00
Technicians		
Professional Staff	$25.00	$60.00
Service Workers		

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)	$20.00	$26.00
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)	$24.00	$30.00
Accounting – Professional (Manager – Senior level Accountants)	$55.00	$85.00

ATTACHMENT B
PRICE PROPOSAL (continued)
(Completed Form shall be submitted with the proposal)

Provide the Contractor's fee for each position category identified above: The fee should include overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. The fee may be expressed as a percentage, flat fee, etc.

ATTACHMENT C
SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 8/1/2019

(Completed Form may be submitted with the Proposal or be submitted prior to award)

BIDDER/OFFEROR NAME: _____

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. Affirmative Steps: Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

(i) Specific description of the work to be contracted;
(ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
(iii) Date the information is due to the Bidder/Offeror;
(iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

B. Bidders/Offerors are <u>required</u> to respond to 1-3 below to be deemed *responsive. This information may be* submitted with their bid/proposal or prior to award.

1. If you are a SWAM firm please indicate type(s) below:

Small Business ☐ **Woman-Owned** ☐ **Minority-Owned** ☐

Service Disabled Veteran (SDV) ☐

Disadvantaged Business Enterprise (DBE) Federal Designation ☐

Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):
attach certificate if available _____

_____

Certification #: _____

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

Total dollars to be sub-contracted:		Company Name:
Total **Small Business**	$_____	_____
Total **Woman-Owned**	$_____	_____
Total **Minority-Owned**	$_____	_____
Total **SDV** Dollars	$_____	_____
Total **DBE** Dollars	$_____	_____

3. If you do not plan to utilize such firms in this contract, state your reasons:

_____

RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: https://www.sbsd.virginia.gov/directory/

Other Resources

National Minority Supplier Development Council	www.nmsdc.org
Carolina-Virginia Minority Supplier Diversity	www.cvmsdc.org
Small Business Administration	www.sba.gov

*Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on **eVA**. This a tool to aid in establishing prime and subcontractor relationships.*

ATTACHMENT D
REFERENCE PAGE

MUST BE FOR EQUIVALENT SERVICES

(Completed Form shall be submitted with the Proposal)

Do Not Include the City of Newport News as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Old Dominion University	5215 Hampton Blvd., 2nd Floor	Norfolk, VA 23529	
Contact	**Title**	**Telephone**	**Email Address**
Kim Ross	Director of Accounting	757-683-4471	• kjross@odu.edu
Description of Work Performed:		Contract Amount: $	
• Accountemps have partnered with Kim for over 10 years. We have placed multiple			
candidates from accounting clerks to degreed accountants that have been a great asset to her organization			

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
CMA-CGM	5701 Lake Wright Drive	Norfolk VA 23502	
Contact	**Title**	**Telephone**	**Email Address**
Patty Reed		757-853-6781	• Usa.preed@cma-cgm.com
Description of Work Performed:		Contract Amount: $	
• Accountemps and OfficeTeam have provided temporary services to CMA, CGM for the past 15 yrs! We have provided a high volume of project support and long term placement and have placed over 200 candidates!			

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Kings Creek Plantation	191 Cottage Cove Ln.	Williamsburg VA 23185	
Contact	**Title**	**Telephone**	**Email Address**
Sandra Lane		757-345-6744	• slane@kingscreekplantation.com
Description of Work Performed:		Contract Amount: $	
• OfficeTeam and Accountemps have provided seasonal and long term temporary candidates to Kings Creek for over 18 years			
We have been instrumental in providing temporaries during their peak season, and have placed over 75 candidates!			

ATTACHMENT E
PROPRIETARY INFORMATION

(Completed Form shall be submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the proposal does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information in contained in the proposal.**

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

Robert Half®

August 19, 2020

Sonja Eubank
City of Newport News
2400 Washington Ave., 4th Floor
Newport News, VA 23607

Dear Sonja:

Thank you for inviting Robert Half to participate in the City of Newport News Request for Proposal process. Our completed response is attached.

Founded in 1948, Robert Half International is the world's leading provider of specialized staffing services. Our expertise lies in supplying just-in-time professionals for specialized needs in distinct markets. This includes temporary, contract and full-time professionals in the fields of accounting, finance, administrative and office support, legal, creative, and information technology. Robert Half maintains seven specialized divisions through its network of more than 300 branch offices located throughout the U.S. and in leading international centers of business.

While navigating the dramatic shift in the world's economy, many organizations – large and small – face new yet far-reaching challenges. In the first quarter 2020, the employment picture pivoted from a tight job market with limited candidate availability to record high unemployment numbers. With the current employment situation in a state of uncertainty, many companies have responded by utilizing remote work options for many roles and are proposing alternate work methods, schedules, and technologies. Robert Half has always been a pioneer. Our specialized temporary staffing business was started in response to our clients' needs, and we're taking a similar approach today. We're listening to our customers and addressing their unique requirements through leading-edge technology, and remote resources and solutions. As an example, we have already established methods by which the skilled professionals we place in temporary roles can work for our clients on a remote platform.

Finding the talent your company needs is easier and more cost-effective when you partner with Robert Half. Many of our Staffing Professionals have previously had careers in the industry for which they recruit; many also have advanced degrees or qualifications in their field of expertise. They understand the positions you need to fill, are experienced at assessing skills, and will present highly skilled professionals.

For more than 70 years, Robert Half has been the most respected and recognizable name in our industry. For 23 consecutive years, we have been named to *FORTUNE* magazine's "*World's Most Admired Companies*" list and are again this year listed as the top-ranked staffing firm. Robert Half is committed to providing superior customer service and maintaining the high professional and ethical standards that have earned our customers' loyalty and our industry's respect.Robert Half is committed to providing superior customer service and maintaining the high professional and ethical standards that have earned our customers' loyalty and our industry's respect.

Thank you for considering our proposal. Robert Half looks forward to expanding our current partnership with the City of Newport News. Should you have any questions, please contact me at 804-965-9600.

Lindo Gharib
District President

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

Proposal for

From:

Robert Half®

Savanah Crawford
Branch Manager

August 17, 2020

About Robert Half

Robert Half is the world's leading provider of specialized staffing services. Founded in 1948, Robert Half is a publicly traded company, which is listed on the New York Stock Exchange under the symbol RHI. The company has more than 300 wholly owned branch offices located throughout North America, South America, Europe, the Middle East, and the Asia-Pacific region.

Robert Half operates seven separate divisions, each serving distinct niche markets. They include: Accountemps, Robert Half Finance & Accounting and Robert Half Management Resources, for temporary, full-time and project professionals, respectively, in the fields of accounting and finance; OfficeTeam, for highly skilled temporary administrative support; Robert Half Technology, for information technology professionals; Robert Half Legal for temporary, project and full-time staffing of attorneys, paralegals and legal support personnel; and The Creative Group, for creative, advertising, marketing and Web design professionals.

Beginning in 1986, Robert Half's current management team led the firm from a small franchisor to its present position as an international operating company in the staffing industry by reacquiring franchises, opening new offices and starting new divisions. Under the leadership of Max Messmer, Robert Half embarked on a new era of internal growth and financial success. Just three years after its formation, in January of 1990, Robert Half became one of only a few staffing firms to meet the exacting requirements for acceptance into the New York Stock Exchange, having amply demonstrated the proven track record of earnings and management stability required of NYSE-traded firms. Since the acquisition, the company has grown from $7 million in operating revenues to our current level of $5.8 billion for FY2018.

Most of our Staffing Professionals have previously had careers in the professions and industries they serve. They understand the function of the position to be filled, the work to be done and the skills needed.

For example:

Most of the Staffing Professionals in our Finance and Accounting divisions have significant experience that qualifies them to evaluate candidates; many have held a significant position with a bank or financial services company, are a CPA or have other advanced certifications.

Our staffing professionals understand your business environment. Their candidate interviews are more focused. Their questions dig deeper. And they evaluate candidates more accurately. In short, they help you hire people who can hit the ground running, fit more smoothly into your operation, and be less likely to turnover. These are differences that matter if you want to save time and money on staffing.

Why Choose Robert Half

Robert Half is the world's leader in finance and accounting staffing.

Our position as the world leader in the placement of full-time and temporary professionals in the financial and accounting disciplines is well known. In 2018, we filled nearly 78,000 assignments in that sector.

We are the industry's recruiting leader.

Last year we placed more than 212,700 professionals. These highly skilled candidates came to us not only because we have more job opportunities but also because of our strong name recognition, long and respected history in the staffing industry, and strong community ties.

- We have job opportunities posted on some 900 job boards on an average day. We've built strong national partnerships with popular job boards including Monster and CareerBuilder, and search engines including Yahoo! and Google.

- We market aggressively and take full advantage of emerging technologies such as podcasts and online social networks to attract highly skilled professionals.
- Our own internal database contains profiles for more than 7 million candidates. Our Staffing Professionals have access to a broad variety of resume banks.
- Because of our reputation as a leader and innovator, search engine and job board partners often ask us to work with them to pilot or test new search engines and other employment-related innovations and improvements.
- Each of our divisions maintains close strategic business alliances and national agreements with the world's premier trade associations. Such alliances are rare among staffing firms. They greatly enhance our ability to meet and recruit highly skilled professionals since candidates involved with such organizations are typically more serious about their careers and more dedicated to their professions.

Robert Half is more responsive.

We commit to filling your job within 2 to 48 hours. We can make this commitment because we've already personally interviewed the candidate, verified right-to-work information, and completed any testing and reference checks before you ever receive a candidate's name.

We deliver qualified, vetted candidates.

We are faster at providing you with highly skilled professionals because we have the largest proprietary candidate database in the industry-and the largest network of local offices to conduct your search. Every one of our Staffing Professionals has instant access to the profiles of more
7 million highly skilled and pre-evaluated professionals.

We provide broad geographic coverage.

With more than 300 offices worldwide, we offer you candidates in most major U.S. markets and leading international business centers. Robert Half Staffing Professionals in each of our offices have access to every candidate and job opening in our proprietary corporate database.

Robert Half is stable and financially sound.

We've been in the staffing business for more than 70 years. Robert Half's annual revenue for 2018 was $5.8B. We have virtually no debt. Our client base is large and diverse. In 2018, no single client contributed more than 4% of our total revenue. We continue to generate strong cash flow from our operations, and ended 2018 with $277M in cash and cash equivalents.

We are a recognized and respected authority on staffing.

Robert Half is a leading source for information on employment issues and trends. Government organizations, universities, libraries, corporations and individuals around the world consult Robert Half regularly for employment-related statistics, analyses and forecasts.

Our highly respected annual salary guides are our best-known publications. A wide variety of businesses rely on these guides to provide valuable assistance in determining salaries for new employees. In fact, the U.S. Dept. of Labor's Bureau of Labor Statistics uses them to compile their annual Occupational Outlook Handbook.

Robert Half shares a wealth of additional employment-related research and statistics with the public on a regular basis via columns, articles, newsletters, booklets, speeches, and press releases. And, of course, we keep our clients and candidates up-to-date regarding current and emerging hiring trends.

Robert Half Divisions

Our Accounting divisions are well qualified to help you meet your staffing solution. Following is an outline of each.

ATTACHMENT B

Accountemps®
A Robert Half Company

Accountemps is the world's first and largest specialized temporary staffing service for accounting, finance, and bookkeeping professionals.

We provide highly qualified candidates on a contract and contract-to-hire basis through an accounting or finance department, and can provide your company with:

- Accounting Clerk
- Accounting Manager
- Accounts Payable Clerk
- Auditor
- Billing Clerk
- Bookkeeper
- Controller
- Cost Accountant
- Credit & Collections
- Financial Analyst
- Financial Services
- Payroll Clerk
- Senior Accountant
- Staff Accountant
- Tax Preparation

We have a proven reputation for excellence.

Accountemps, the industry leader for more than 40 years, is known for establishing long-term relationships with our client and candidates.

Our high level of service is verified by the many candidates originally placed on temporary assignments who have transitioned to full-time employment.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We know your business.

Many of our Staffing Professionals have personal experience working as accounting, finance and bookkeeping professionals. In fact, many hold a CPA or other advanced certification.

They are uniquely qualified to find accounting professionals who can "hit the ground running" on the first day of their assignment.

We find the people you need.

Accountemps has long-established, strategic business alliances and national agreements with the world's premier accounting and finance trade associations. Our alliances demonstrate our commitment to the profession, and give us valuable access to top candidates that other firms can't offer. These alliances are with:

- American Institute of Certified Public Accountants® (AICPA)
- American Payroll Association (APA)
- Accounting and Financial Women's Alliance (AFWA)
- Association of Latino Professionals for America® (ALPFA)
- The Institute of Internal Auditors (IIA)
- Credit Institute of Canada (CIC)
- Canadian Institute of Chartered Accountants (CICA)

ATTACHMENT B

Robert Half®
Management Resources

Robert Half Management Resources is one of the world's largest providers of senior- and management-level accounting and finance professionals for interim assignments and projects.

Our clients have found they can reduce their costs by hiring our consultants to staff complex finance and accounting projects. However, because we are not a public accounting firm and do not perform attestation services, clients can rest assured that our work will meet the independence guidelines of today's regulatory environment.

Robert Half Management Resources represents professionals with proven experience in the following areas:

Accounting

- Cost Accounting
- Revenue Recognition
- Financial Reconciliation
- Discontinued Operations
- Business Combinations

Audit & Compliance

- Sarbanes-Oxley Compliance
- International Financial Reporting Standards
- Audit/Audit Preparation
- SEC Reporting
- Regulatory Reporting

Finance

- Consolidated Financial Reporting
- Financial Planning & Analysis
- Budgeting & Strategic Planning
- Mergers & Acquisitions
- Financial Restatements
- Bankruptcy & Turnaround

Taxation

- Corporate & Individual Income Tax
- Sales & Use Tax
- Property & Real Estate Tax
- International & Expatriate Tax

Interim Management

- Chief Financial Officer
- Vice President/Director Of Finance
- Chief Accounting Executive
- Controller/Assistant Controller

Treasury

- Treasury Management
- Cash Management
- Credit Facility Analysis

Information Technology

- IT Audit
- Financial Systems
- Human Resources Systems
- Payroll Systems
- Business Systems
- Financial Systems Report Writing
- XBRL

Operations Management

- Business Process Improvement
- Supply Chain Management
- Inventory Planning and Reporting
- Logistics & Distribution

We have a proven reputation for excellence.

Robert Half Management Resources–a division of Robert Half–is known for establishing long-term, ongoing professional relationships with both clients and candidates.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We know your business.

The Staffing Professionals at Robert Half Management Resources are uniquely qualified to find professionals who can "hit the ground running" the first day of their assignment.

Many of them possess a CPA, CA, CMA, CGA, CIA, MBA or other professional designation. They understand the challenges you face, and can swiftly and efficiently assess consultants' skills and experience to find candidates that align strongly with your specific needs.

We find the people you need.

From streamlining accounting processes to ensuring the integrity of financial controls or implementing new financial systems, Robert Half Management Resources can locate highly experienced consulting professionals you need.

We place consulting professionals with companies ranging in size from start-ups to members of the Fortune 1000 to provide specialized expertise in areas including:

- Financial Reporting
- Corporate Taxation
- Internal Audit and Compliance
- Mergers and Acquisitions
- Accounting and Finance Management
- Enterprise Resource Planning
- Financial Systems Implementation

We can even fill critical "C-level" positions on an interim basis, including chief financial officer, vice president/director of finance, chief accounting executive, chief compliance officer, controller/assistant controller, or internal audit manager.

On average, the consultants we place have more than 12 years of relevant professional experience and hold a variety of certifications, including CPA, CA, CGA, CIA, CISA, CMA, CFA, CFE and PMP.

Our network of more than 140 offices worldwide, we maintain a database of more than 3 million finance and accounting professionals with deep, specialized experience and skills.

We also have strategic alliances with leading professional associations that recognize our dedication to the industry and the value we provide. These alliances give us valuable access to top professionals that other firms can't offer.

Our professional affiliations in the U.S. and Canada include:

- The Institute of Internal Auditors (IIA)
- American Institute of Certified Public Accountants (AICPA)
- Financial Executives International® (FEI)
- Association of Latino Professionals for America® (ALPFA)
- Financial Executives International, Canada (FEI Canada)
- Canadian Institute of Chartered Accountants (CICA)

ATTACHMENT B

OfficeTeam®
A Robert Half Company

OfficeTeam is a global staffing provider of specialized, highly skilled administrative personnel on a temporary and full-time basis. Through our more than 300 locations worldwide, we provide companies with skilled administrative professionals who can fill roles including:

- Executive Assistant
- Administrative Assistant
- Customer Service
- Project Coordinator
- Marketing Assistant
- Receptionist
- Data Entry Specialist
- Office Manager
- Human Resources Assistant

We have a proven reputation for excellence.
Founded in 1991, OfficeTeam is a division of Robert Half, the recognized leader in specialized staffing.

We are committed to establishing continuing, professional relationships with our clients and candidates. That commitment starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We understand your business.
OfficeTeam Staffing Professionals can assist with your staffing need through their knowledge of the local business landscape and by addressing your employment requirements.

Many have prior industry experience in human resources, office technology, and administration; they understand the positions our clients want to fill and the skills they require.

We know how to find the people you need
Our proprietary database gives us access to more than two million qualified candidates.

And our high professional standards require that each candidate be interviewed in our office before being added to our database. This allows our Staffing Professionals to meet the candidate in person to review their work history, verify right-to-work documents, assess job skills, and gain an overall impression of the candidate that phone interviews can't provide.

OfficeTeam maintains a professional alliance with RetirementJobs.com, which enhances our position as the leader in our industry and greatly increases our access to skilled candidates. We are proud to have been awarded *RetirementJobs.com*'s Friendly Employer Certification, which recognizes employers that maintain policies, practices and programs that encourage employment of people age 50+.

Additionally, OfficeTeam's branch locations across the U.S maintain memberships with influential local organizations including many Chambers of Commerce. In Canada, we maintain an alliance with the Human Resources Institute of Alberta (HRIA).

DocuSign Envelope ID: 922446B6-A395-4CE6-AC0C-F0486C22B51C

Robert Half® Technology

Launched in 1994, Robert Half Technology is a leading specialized consulting service providing IT professionals on a contract, contract-to-hire, and full-time basis, and a division of Robert Half International, the largest and most admired staffing firm in the U.S.

With more than 120 offices in the U.S., Canada and 14 other countries around the world, Robert Half Technology specializes in Software & Applications and Infrastructure & Operations. We provide managed IT service solutions worldwide to organizations that require on-demand technical expertise. The following business functions are representative of the technology project services that our Robert Half Technology offices can provide:

Software & Applications

Development

- Application & Web Development
- Architecture
- Systems / Requirements Analysis
- Systems Standards & Policies
- Testing

Project Management / Business Analysis

- Business Intelligence
- Change Management
- Development Lifecycle
- Implementation
- Workflow Processes

Systems Integration

- ERP Integration / Customization
- CRM Consulting & Integration
- System Conversions / Installations

Data / Database Management

- Data Analysis, Integrity, & Modeling
- Data Warehousing & Reporting
- Database Design & Development
- Development, Administration & Management

Internet / Intranet

- Collaboration Tools / Content Management
- Website Design, Development & Support
- Development & Administration
- E-commerce Development

Infrastructure & Operations

Help Desk / Technical Services

- Desktop and Software Support
- Help Desk Support
- PC / Applications Deployment
- Smartphone / Tablet Support
- Technical Trainers

Infrastructure Management

- Backup and Recovery / Business Continuity
- Development and Administration
- Design Architecture
- Server Management / Administration
- Storage Management
- Virtualization

Networking

- Administration, Maintenance & Troubleshooting
- Design
- Implementation
- Management
- VoIP and Wireless

Security

- Audit Compliance
- Encryption
- Firewall Implementation / Maintenance
- Intrusion Detection / Penetration Testing
- Virus Protection
- Vulnerability Assessments / Audits

We have a reputation for excellence
Robert Half Technology is a leading and highly respected provider of specialized talent for the IT industry. With our strong national presence, we are ideally positioned to meet a diverse range of client needs and are committed to establishing long-term relationships with our clients and candidates.

Our commitment to our client starts when we receive a job order and continues after the assignment is complete, when we confirm that our services were satisfactory.

We understand your business
In addition to their extensive knowledge of the local technology marketplace, many of our Staffing Professionals are also IT professionals with solid experience in the industry. That expertise, combined with Robert Half Technology's deep resources, makes our Staffing Professionals better able to respond quickly to your specific staffing needs and requirements.

We find the people you need
Robert Half Technology maintains strategic business relationships and national agreements with leading technology trade associations and software developers. These relationships confirm our long-standing commitment to the profession, and significantly improve our ability to gain unique access to highly skilled professionals, including those not actively seeking employment.

Robert Half Technology has business affiliations with:

- *Microsoft® Partner Network (MPN Gold / Silver):* Part of a worldwide program for companies providing services, developing solutions or distributing software based on Microsoft technologies. Robert Half Technology is recognized as a proven Microsoft Solutions provider, which allows our consultants to continue developing and upgrading their Microsoft solutions-related skills.
- *Oracle® (as a Gold Partner):* Robert Half Technology is proud to be a Gold Partner in the Oracle Partner Network. As a member in this program, Oracle has recognized Robert Half Technology for its commitment to establish Oracle related in–depth expertise and excellence in delivering Oracle products and services to uniquely address the challenges of joint customers and partners.
- *International Association of Microsoft Channel Partners (IAMCP):* The IAMCP represents Microsoft's best of breed partners from around the globe. The organization, formed in 1994, provides Microsoft Partners a voice into Microsoft programs, to the IT community at large, as well as a vehicle to facilitate mutual growth and business development among partners.
- *HDI (formerly the Help Desk Institute)*: Through this relationship, Robert Half Technology provides valuable career resources to the support services community. This includes salary data, market research, and career advice, which is shared through HDI's online career center and other member publications.

ATTACHMENT B

Insurance Coverage Statement

All Robert Half divisions are covered by Workers' Compensation and Employers' Liability Insurance policies as prescribed by law. Our company also carries Commercial General Liability Insurance and Errors and Omissions coverage, and all of our employees are covered under our Fidelity Bond. A summary of our coverage is included for review.

Coverage	*Limit of Liability*	*Insurer*	*Description*
Commercial General Liability	$2,000,000 each occurrence $5,000,000 Aggregate	Federal Insurance Company	Covers Bodily Injury / Property Damage and Personal Injury Liability
Automobile Liability	$2,000,000 each Accident	Federal Insurance Company	Covers Bodily Injury and Property Damage Liability; coverage applies to non-owned and hired vehicles. (Employees responsible for damage to their own vehicles.)
Umbrella Liability	$5,000,000	Federal Insurance Company	Supplemental insurance utilized to cover claims above and beyond the amount covered by our primary policies.
Workers' Compensation	Statutory	Ins. Company of the State of PA	All states except those where coverage is provided through a Monopolistic State Fund
Employer's Liability	$1,000,000	Ins. Company of the State of PA (1) Federal Insurance Company (2)	(1) All states excluding monopolistic states (ND, OH, WA, WY) (2) Stop gap coverage for monopolistic states
Professional Liability	$5,000,000	Executive Risk Indemnity Inc.	Includes Coverage for Robert Half Temporary Employees in the course of their employment as an Employee of Client.
Crime	$5,000,000	Executive Risk Indemnity Inc.	Includes Coverage for Robert Half Temporary Employees in the course of their employment as an Employee of Client.

The statement of Insurance Coverage contained in this document is for reference only and is not a complete description of the Insurance Coverage afforded by the policies and insurers listed above. The Insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown above may have been reduced by paid claims.

ATTACHMENT B

United States Branch Office Locations

ALABAMA
Birmingham
ARIZONA
Chandler
Phoenix (2)
Tucson
ARKANSAS
Fayetteville
Little Rock
CALIFORNIA
Bakersfield
Burbank
Carlsbad
Cerritos
City of Industry
El Segundo
Fairfield
Fremont
Fresno
Irvine
La Jolla
Laguna Niguel
Long Beach
Los Angeles
Modesto
Monterey
Oakland
Ontario
Orange
Oxnard
Palm Springs
Palo Alto
Pasadena
Pleasanton
Rancho Bernardo
Rancho Cordova
Riverside
Sacramento
San Diego
San Francisco
San Jose
San Mateo
San Ramon
Santa Barbara
Santa Clara
Santa Rosa
Stockton
Torrance
Visalia
Walnut Creek
Westlake Village
Westwood
Woodland Hills

COLORADO
Boulder
Colorado Springs
Denver
Englewood
Lakewood
CONNECTICUT
Danbury
Hartford
New Haven
Shelton
Stamford
DELAWARE
Wilmington
DISTRICT OF COLUMBIA
Washington (2)
FLORIDA
Boca Raton
Brandon
Coral Gables /Brickel
Ft. Lauderdale
Ft. Myers
Heathrow
Jacksonville
Miami
Orlando
St. Petersburg
Tampa
West Palm Beach
GEORGIA
Alpharetta
Atlanta (4)
Gwinnett
Macon
Savannah
HAWAII
Honolulu
IDAHO
Boise
ILLINOIS
Chicago
Gurnee
Hoffman Estates
Naperville
Northbrook
Oakbrook Terrace
Rosemont
Tinley Park
INDIANA
Fishers/Carmel
Fort Wayne
Indianapolis (2)
Merrillville
IOWA
Cedar Rapids
Davenport
Des Moines
West Des Moines
KANSAS
Overland Park
KENTUCKY
Lexington
Louisville
LOUISIANA
New Orleans
MAINE
Portland
MARYLAND
Baltimore
Bethesda/Rockville
Columbia
Greenbelt
MASSACHUSETTS
Boston
Braintree
Burlington/Lexington
Cambridge
Danvers
Framingham
Springfield
Westborough
MICHIGAN
Ann Arbor
Dearborn
Detroit/Southfield
Grand Rapids
Kalamazoo
Lansing
Troy
MINNESOTA
Bloomington
Burnsville
Minneapolis
Minnetonka/Plymouth
St Cloud
St Paul
MISSOURI
Creve Coeur
Kansas City
St Louis
Sunset Hills
NEBRASKA
Omaha
NEVADA
Las Vegas
Reno
NEW HAMPSHIRE
Manchester
Nashua
Portsmouth

NEW JERSEY
Bridgewater
Jersey City
Mount Laurel
Paramus
Parsippany
Princeton
Red Bank
Rutherford
Woodbridge
NEW MEXICO
Albuquerque
NEW YORK
Albany
Brooklyn
Buffalo
Hauppauge/Melville
New York City
Queens
Rochester
Syracuse
Uniondale
Union Square
Wall Street
White Plains
NORTH CAROLINA
Chapel Hill/Durham
Charlotte (2)
Greensboro
Raleigh
OHIO
Akron
Beachwood
Blue Ash/Sharonville
Canton
Cincinnati
Cleveland
Columbus
Dayton
Dublin
Easton
North Olmsted
Toledo
West Chester/Fairfield
Youngstown
OKLAHOMA
Oklahoma City
Tulsa
OREGON
Beaverton
Eugene
Portland

PENNSYLVANIA
Harrisburg
Hermitage
King of Prussia
Lehigh Valley
Moon
Philadelphia
Pittsburgh
Reading
Trevose
Wexford
RHODE ISLAND
Providence
SOUTH CAROLINA
Charleston
Columbia
Greenville
Spartanburg
TENNESSEE
Chattanooga
Cool Springs
Knoxville
Memphis (2)
Nashville
TEXAS
Austin
Dallas (2)
El Paso
Fort Worth
Houston (5)
Irving
Midland/Odessa
Plano
Richardson
San Antonio (2)
The Woodlands
UTAH
Salt Lake City
VIRGINIA
Alexandria
Dulles
Norfolk
Richmond (2)
Tysons Corner
WASHINGTON
Bellevue
Federal Way
Lynnwood
Seattle
Spokane
WISCONSIN
Appleton
Madison
Milwaukee
Waukesha/Brookfield

International Branch Office Locations

AUSTRALIA
Brisbane
Melbourne
Mt. Waverly
Perth
Sydney

AUSTRIA
Vienna

BELGIUM
Antwerp
Brussels
Ghent
Groot-Bijgaarden
Hasselt
Liège
Roeselare
Wavre
Zaventem

BRAZIL
Rio de Janeiro
Sao Paulo (3)

CANADA
Brampton
Burlington
Burnaby/Richmond
Calgary
Calgary Suburban
Edmonton
Fraser Valley
Kitchener/ Waterloo
Laval
Markham
Mississauga
Montreal
Montreal East
North York
Scarborough
Ottawa
Quebec City
Toronto
Vancouver
Vaughan
West Island
Winnipeg

CHILE
Santiago

CHINA
Shanghai

FRANCE
Aix-en-Provence
Lille
Lyon
Massy
Nantes
Paris (2)
Saint Denis La Plaine
Versailles

GERMANY
Berlin
Cologne
Dusseldorf
Essen
Frankfurt
Freiburg
Hamburg
Mannheim
Munich
Stuttgart
Wiesbaden

HONG KONG
Hong Kong

ITALY
Genoa
Milan
Rome
Turin

JAPAN
Osaka
Tokyo

LUXEMBOURG
Luxembourg

THE NETHERLANDS
Amsterdam
Eindhoven
Rotterdam
Utrecht

NEW ZEALAND
Auckland

SINGAPORE
Singapore

SWITZERLAND
Zurich

UNITED ARAB EMIRATES
Abu Dhabi
Dubai

UNITED KINGDOM
Birmingham
Bristol
Cambridge
Cardiff
Edinburgh
Glasgow
Guildford
Hammersmith
Leeds
Leicester
Liverpool
London (2)
Manchester
Milton Keynes
Nottingham
Reading
Southampton
Swindon
Watford
Windsor

Work Order Process

When a client contacts their local Robert Half Staffing Professional, they can rest assured that our Staffing Professional will have an understanding of the nationwide protocol for placing a temporary with them, by accessing our proprietary shared database, which will include the client's terms and conditions, positions commonly hired for, and most required skill sets.

Our top priority is providing every client with the best candidate in the shortest time possible. While we understand that our clients' hiring managers are busy, ensuring that our Staffing Professionals have a complete understanding of the duties, responsibilities, skills and experience needed will dramatically increase our ability to present a candidate who meets your requirements.

When the Staffing Professional working on your account receives a staffing request, the first step is to analyze the following key factors:

- Primary and general duties involved
- Type of equipment and software to be used
- Experience and education requirements
- Work location
- Start date
- Anticipated length of the assignment if the placement is temporary

Based on this analysis, the Staffing Professional will search the extensive Robert Half database for available candidates with the required skills.

Robert Half's Staffing Professionals customize and focus their search using our *Spotlight* system. This sophisticated, proprietary search tool incorporates artificial intelligence to streamline the search process and ensure the suitability of each candidate. Once a short list has been assembled, we contact each candidate to discuss your organization, work environment, and job assignment. We refine the list further, based on these conversations.

Spotlight gives Robert Half a true advantage over competitors by equipping our Staffing Professionals to quickly:

- Cross-reference specific job order criteria and candidate information to produce a filtered list of candidates.
- Message one or more candidates (via email and/or text), alerting them to opportunities.
- Access all candidates registered with all Robert Half offices.
- Search our proprietary database for candidates, based on an impressive and customizable variety of criteria.
- Rank search criteria in the order of its importance to the client.

Once a short list of candidates is compiled, our Staffing Professionals contact each candidate to discuss your organization, the work environment, and job assignment details. These conversations help our Staffing Professionals further refine the list of potential candidates.

Our clients trust our ability to meet any staffing request quickly, calmly and professionally - that's how we maintain our position as the world's largest specialized staffing firm.

We consider all job orders to be urgent unless our client tells us otherwise. Finding candidates with specialized skill sets, filling challenging assignments and large job orders, and handling rush requests is

routine for us. Each day Robert Half Staffing Professionals personally interview, test, and evaluate candidates, identifying the most qualified candidates within each area of specialization.

When appropriate due to job order size, the office receiving the job order will involve our other branch locations, and the office manager for each Robert Half location involved directs the staff to focus exclusively on identifying candidates until the job order is filled.

All Robert Half branches incorporate "inventory recruiting" into their daily process and are constantly identifying new candidates with the most in-demand core skill sets.

Our database is the largest in the staffing industry. It contains seven million candidates, all of whom have been interviewed and assessed, and are ready to begin work.

Our offices attract a steady stream of new applicants because we:

- Are the most recognized and established name in the staffing industry.
- Have a more than 70-year record for integrity and excellence.
- Have extensive advertising, marketing programs.
- Maintain strong alliances with professional and civic organizations and schools.

Quality

Experience has shown us that having a strong quality assurance program increases the loyalty of our clients and our candidates, and plays a critical role in our continued success. We're committed to understanding what works best for both our customers and candidates – and delivering it quickly and consistently.

Robert Half's Quality Assurance Program focuses on maintaining regular contact with our clients and candidates and evaluating our performance using the Quality Assurance Survey (QAS). This includes:

Weekly monitoring throughout the assignment period

To achieve our goal of providing consistent service, each of our field offices follows standardized practices, which include weekly contact with both the client and employee throughout the assignment period.

By obtaining immediate feedback, we can:

- Pass on positive comments to our employees as they're earned.
- Address any concerns as soon as they arise.
- Document and track any issues.
- Ensure any issues raised are brought to a satisfactory conclusion.

Candidate evaluations

Detailed reviews are completed during and after each assignment.

Customer service after the assignment is finished

At the close of each assignment, our Quality Assurance Department requests feedback from both our clients and candidates, via our web-based Quality Assurance Survey (QAS) system.

The online survey has been developed to provide our clients with an efficient tool to assess their experience with Robert Half. The survey was designed to be as brief as possible-yet able to provide

enough information to alert us to any issues relating to this particular assignment and client, or even issues that may require adjustments to our processes at a company-wide level.

Our clients are asked to use the survey's 0 to 10 rating scale to indicate:

- How likely they would be to recommend Robert Half's services to colleagues who need to fill a position.

On this point, client ratings of their likelihood to recommend Robert Half average 8.5.

On a scale of 1 to 5, clients are asked to rate their experience with Robert Half on the following criteria:

- Our ability to match candidates' skills with the skills needed for the vacancy we filled.
- Our ability to match candidates' work style with your company culture.
- The quality of our communications regarding the progress of the assignment.

When rating our ability to match skills, work style, and the quality of communications, clients have rated Robert Half approximately 4 on a 5-point scale.

Key Personnel

Savanah Crawford, Branch Manager of the Robert Half Norfolk office will manage this account for any accounting or administrative roles that are needed. Each division of Robert Half will also have a designated team member to manage the process with the City of Newport News. They are as follows:

OfficeTeam – Courtney Faircloth, OfficeTeam Division Director, 9 years of experience
Robert Half Management Resources – Trina Allen, Division Director, 16 years of experience
Robert Half Technology – Crystal Harvey, Branch Manager, 6 years of experience
Accountemps – Savanah Crawford, Branch Manager, 6 years of experience

Internal turnover rate

While the turnover rate for our internal staff varies from branch to branch, we believe that it is lower than the industry average.

Robert Half has an excellent record of promoting from within. Our operating model is designed to deliver success to our knowledgeable and hard-working employees. We offer our employees highly competitive compensation and benefits and a wide variety of outstanding training programs.

Our corporate systems and procedures are designed to ensure consistency and continuity. Within each branch office, Robert Half's specialized divisions operate on a team basis. The Staffing Professionals working in our offices share information regarding each client and candidate.

Our basic operating model ensures that information regarding each candidate presented and the description of each new job order are entered in real time. Every Division Director leads a daily meeting each morning and at the end of the day to discuss the status of every job opening and the candidates under consideration.

This means that when a client places a job order with a Robert Half office, every Staffing Professional in that location will be aware of the search being conducted for the client and can offer assistance.

Background Screening for Candidates

Robert Half Staffing Professionals meet each candidate in person to review employment history, asse ss skills and verify right-to-work documents. We do not present a candidate until we have checked the employee's references with selected previous employers to confirm qualifications and work history.

Upon client request and to the extent permitted by law, Robert Half can provide a variety of background checks conducted by third-party vendors. Robert Half will enter into a written agreement with the client outlining such background checks.

Candidate Recruitment

Robert Half has a unique advantage in attracting and retaining talent. We enjoy a long and rich history in professional staffing with widely recognizable and respected specialty staffing divisions anchored by Robert Half's global brand. That recognition did not happen overnight. For decades, we have invested heavily in supporting our brands with robust marketing and public relations programs. These efforts continue with ongoing investment in a range of the latest online channels as well as traditional marketing. In short, we believe our reputation and the current unemployment situation make the Robert Half brands more attractive to all candidates, but particularly to high-demand candidates.

We focus our recruiting efforts on:

- Leveraging our long-standing, strong relationships with major online job boards including LinkedIn, Monster, CareerBuilder, and other Social Media tools, e.g., Twitter, Facebook, Google+, etc.
- Soliciting referrals from current candidates and other sources.
- Investing in and supporting our candidates with highly competitive pay, benefits, training and professional development.
- Reaching out to highly skilled but "passive" candidates who are open to new opportunities, but aren't actively searching or posting their resume.
- Actively participating in trade associations, networking events, civic and professional groups/clubs as well as participating in and hosting job fairs.
- Leveraging targeted digital advertising platforms to reach hard-to-find candidates with unique experience and skill sets.
- Utilizing our unique network of major recruiting hubs located throughout the U.S. Recruiting hub employees are 100% dedicated to locating the best candidates available to meet our clients' temporary and consulting requirements.

Additionally, Robert Half employs several innovative, proprietary sourcing tools:

- Our **Match** tool allows us to do a search of the seven million candidates in our proprietary database and, based on industry, software, soft skill, titles and work experience rank all of the candidates based on how closely they meet the client's requirements (100%, 99%, etc.).
- **Spotlight** is a tool that can identify candidates in our database based on keyword searches of candidate resumes, interview notes and other details written in free form in our database. We recently filled a position for a client who was looking for 'paperless payables processing'. This was not a searchable criterion in our database. However with Spotlight, we searched our candidate database by market and were able to fill the position where no competitor could.
- **Integrated Messaging** provides the ability to send text messages directly from our internal database allowing us to reach our candidates more quickly. It allows our recruiters to reach a high volume number of candidates instantly with a point and click.

Evaluation Process

Our proprietary candidate assessment process ensures that we more accurately assess each candidate's skills, experience and preference for working environment so they can be a productive asset to your company from Day One.

1. The candidate's work history is evaluated through analysis of the candidate's resume and an initial phone assessment. Our Staffing Professionals conduct an evaluation of each candidate's education and employment history and formulate questions and clarifications in preparation for an interview.
2. The in-depth candidate interview is conducted by a Staffing Professional with a specific understanding of the candidate's areas of expertise and the client's requirements for the role.
    - Staffing Professionals with experience in accounting and finance, for example, interview candidates within these professional disciplines
    - With our network of recruiting hubs located throughout the United States, we are able to conduct video interviews in real time as candidates are identified and available
3. Computerized skills testing is administered leveraging our cloud-based *Match360* skills assessment system to measure each candidate's proficiencies, identify training opportunities, and provide our staffing professionals with the information necessary to match the most appropriate candidate to our clients' specific needs. *Match360* offers:
    - A library of more than 2,000 evaluations, many specific to each line of business. These are added to and updated quarterly to ensure they represent the most current technologies and programs being used in the workplace.
    - Access to *IKM TeckChek*™ assessment products, an industry leader in IT evaluations.
    - Microsoft 2016 evaluations.
    - Interactive candidate assessments that are scenario-based and some that mimic job activities.
    - Individual candidate evaluation results benchmarked against historical result averages for the branch, division, or entire company. This provides an assessment of a candidate's proficiency compared to others' with the same skill set.
    - The ability to build assessments from proprietary content, allowing us to customize evaluations to the specific needs of each client.
    - Evaluations in many native languages for Robert Half's international markets.
4. Robert Half will check employee references. In order to verify information such as professional experience, skills and rehire status for all candidates, we require that a minimum of two of the candidate's most recent supervisory references are completed prior to placement of an employee on a temporary or consulting job order.
    - Robert Half's reference check policy is mandatory, not optional and never compromised.
    - Our approach to reference checking is customized to the job order. At the core of our approach is the verification that the candidates presented have the right skills to meet our client's requirements.

Skills Enhancement for Candidates

Robert Half is committed to making professional development opportunities available to all of our employees. Our comprehensive online training program provides an impressive array of courses, books, job aides, skill-briefs and simulations that meet the training needs of business professionals.

The benefits of this program include free access to:

- Over 5,000 online training courses with customized learning paths and online mentors.
- An additional 5,000 courses in 14 languages.
- Online Referenceware℠, including over 10,000 searchable books, InstantCode and ReferencePoints® from 240 publishers.
- Over 800 courses provide CPE units certified by NASBA (National Association of State Boards of Accountancy).
- 420 courses offer Personal Developments Units (PDU) from the Project Management Institute (PMI).
- Exam preparation and courses for 175 certifications, including Microsoft®, Oracle®, Cisco® and other technology leaders.
- Industry white papers and technical quick reference guides.
- Career and management resources.

Our local offices also provide continuing education seminars for our candidates. These are available at no cost, and frequently qualify for certification credits.

Firms approach to adjusting rates:

Robert Half is open to discussing labor rate changes based on the current local market, at the time of renewal.

Experience with Similar Engagements:

CITY OF RICHMOND

In 2012, the Richmond, Virginia office secured a four year award for a temporary staffing RFP encompassing all of the affiliated agencies to provide staffing in the areas of Administrative & Customer Service (Officeteam), Accounting and Finance (Accountemps), Senior Level Accounting & Finance Consultants (Management Resources) and Accounting & Finance Loan Staff (Salaried Professionals) with the option to renew. The City's needs ranged from projects needs to staff augmentation. Our contract was renewed for the maximum seven-year period of servicing and we are currently leveraging a secondary cooperative contract (RPS) to continue partnering.

Over the course of the contract, we supplemented several key areas leading to multiple subsequent hires based on the quality and high level of service we maintained.

2019 – Procurement – the department turned over eight key purchasing and procurement roles. We provided a team of 3-4 procurement professionals over a six month period until successful hires were made. One of our placement lead to hiring their Assistant Director of Procurement.

2012 – Present – Accounting and Finance Staff Augmentation placements in the Department of Accounting & Finance, Revenue, Utilities, Parks and Recreation, Social Services and Public Works.

2012 – Present – Administrative and Customer Service placements in the Department of Accounting and Finance, Revenue, Utilities, Public Works, Gas Works, 911, the Mayor's Office, Human Resources, Social Services and the CAO's office.

Richmond Public Schools

We've partnered with RPS since 1999 providing staffing in the areas of Administrative & Customer Service (Officeteam), Accounting and Finance (Accountemps), Senior Level Accounting & Finance Consultants (Management Resources) and Accounting & Finance Loan Staff (Salaried Professionals) and Technical (Robert Half Technology). RPS needs ranged from projects, interim staff and contract to hire needs. In 2014, the Richmond, Virginia office secured a four year award for a temporary staffing RFP encompassing all of the affiliated agencies to provide Our contract was renewed for the maximum seven year period of servicing and we recently renewed for another year through July 2020.

Over the course of the contract, we supplemented several key areas and had several subsequent hires based on the quality and high level of service we maintained.

Notable highlights:

2014 – We provided a Consultant to do an assessment of all 9 major departments for process optimization. Our consultant developed a comprehensive plan for each department and recommendations on process improvement with significant revenue savings resulting.

2014 to present: placements in Accounting and Finance, Technology, Budget, Procurement, Payroll & Benefits, and Human resources.

EXHIBIT I
PROFESSIONAL ACCOUNTING
SCOPE OF WORK DESCRIPTIONS

ADVANCED ACCOUNTING

GENERAL STATEMENT OF RESPONSIBILITIES

This position is responsible for the administration and oversight of complex professional accounting work involving research, analysis, preparation and maintenance of financial records and reports. May supervise agency-wide Procurement and Vendor Management, Expenditures and Encumbrance Management; or Revenue/Grant Management and financial reporting functions. Reports to the Chief of Fiscal Operations.

ESSENTIAL JOB FUNCTIONS

Coordinates and supervises professional accounting work for the assigned fiscal unit; creating and implementing improvements to procedures, internal controls, and fiscal business systems; reviewing and approving journal entries and correcting entries; collaborating with agency and City stakeholders on day-to-day operational processes based on Federal/State/Local guidelines; gathering, communicating, performing analysis, and identifying trends of agency financial information and interpreting of Federal/State fiscal policy for Senior Management decision-making purposes; and performing subject-matter expert problem resolution for the assigned units.

Responsible for oversight and management of one or more major departmental financial functions which may include, but is not limited to, Procurement & Vendor Management; Expenditure & Encumbrance Management; or Revenue and Reporting Management. Responsibilities may include administration of the agency's P-card transactions and reporting, coordinating and monitoring Requests for Proposals and Memorandums of Understanding in accordance with established City procedures, oversight of departmental grants, coordination of accounts payable processes, general ledger management and reconciliations, asset system maintenance, budget monitoring for both City and State programs, or similar activities.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – Considerable knowledge of generally accepted accounting principles (GAAP) and governmental accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting and procurement principles and practices and multi-faceted accounting application systems. Knowledge of Federal, State, and Local laws and regulations governing the receipt, custody, and expenditure of public funds. General knowledge of public administration, grant administration, and contract law.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes meeting quality standards for services, and evaluation of customer satisfaction.
- Supervision – Knowledge of leadership techniques, principles and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff. General knowledge of Human Resources Information Systems.
- Technology – Knowledge of fiscal business solutions, practices, and procedures including, but not limited to personal computers, for procurement and vendor management, expenditures and encumbrance management, revenue and reporting functions, spreadsheets, and related programs.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of financial tasks with reasonable speed and accuracy.
- Critical Thinking – Using logic and reasoning to understand, analyze, and evaluate complex

situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.

- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees at all levels, accounting representatives from all departments, and outside agencies. Effectively responds to and resolves difficult inquiries and disputes.
- Judgment and Decision Making – Evaluating the best method of research and then exercising appropriate judgment in establishing priorities and resolving complex matters. Considering the relative costs and benefits of potential actions to choose the most appropriate one.

REQUIRED ABILITIES

- Financial Management – Ability to perform complex arithmetic, algebraic, and statistical applications to perform financial transactions. Ability to employ accounting principles and practices in the analysis and reporting of financial data.
- Coordination of Work – Ability to establish and implement effective administrative programs and procedures. Ability to plan and organize daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Attends and maintains a calendar for meetings, deadlines and events. Performs a broad range of supervisory responsibilities over others.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand; to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing. Ability to handle a variety of human resources issues with tact and diplomacy and in a confidential manner.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Business Management, Finance or a related field with course work equivalent to a major concentration in accounting and 3-5 years of progressively responsible professional accounting experience or an equivalent combination of education and experience, including 1-2 years of supervisory experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING COORDINATION

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports.

ESSENTIAL JOB FUNCTIONS

Maintains and monitors the agency's purchase of services processes, preparation of City purchase requisitions, expenditure encumbrances, and City P-Card processes in compliance with Federal/State/Local guidelines. Responsible for the maintenance, monitoring, and recordkeeping of agency contracts, fiscal agreements, leases, and Memorandums of Understanding. Coordinates vendor management and recordkeeping to include but not limited to monitoring vendor information in SAMS, and managing the collection of vendor W-9s, vendor insurance, and vendor licenses, as applicable. May participate on RFP committees and/or provide fiscal information to support RFP decision-making. Reconciles City accounting systems with agency purchase of service system on a regular basis.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting

of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions

ACCOUNTING COORDINATOR (REVENUE AND REPORTING TEAM)

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports. Reports to the Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Coordinates and prepares financial reports and expenditure reimbursement requests in various automated accounting systems. Responsible for effective fiscal management for the department to include budget preparation, budget amendment requests, and monitoring of allowable expenditures based on Federal/State/Local fiscal guidelines. Monitors and oversees departmental grants, to include expenditures, grant revenues, and files grant reports as required. Accurately records expenditure recoupments to reflect the reduction of City and/or State expenses. Effectively manages the agency's cash collection process and follows best practice internal controls. Reconciles various general ledger accounts including but not limited to donation accounts, accounts receivable accounts, and Federal/State revenue accounts. Manages Special Welfare Funds for Foster Children.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING SUPPORT

GENERAL STATEMENT OF RESPONSIBILITIES

Under general supervision, this position is responsible for performing a full range of accounting support work, to include reviewing a variety of billings to ensure accuracy; resolving discrepancies and processing payments and assisting in developing and implementing procedures to improve methods of accounting within the department. Reports to a Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Reviews detailed accounting transactions; performs data retrievals, inquires, analysis and reconciliations from a variety of data sources; ensures that revenues generated from departmental activities and programs are recorded accurately and in a timely manner; researches discrepancies and takes proper steps to resolve matters.

Enters quick entries, purchase of service system entries and purchase order receipts for billings, travel expenses and other payment requests. Performs audits to confirm proper authorization, mathematical accuracy, adequate support documentation, accurate payee information and to determine if the payment has been properly assigned. Researches and reports 1099 miscellaneous income, unclaimed property and information for audits and assignments in support of the Expenditures and Encumbrances Senior Accountant. Researches and resolves discrepancies, resolves problems such as but not limited to payment inquiries by vendors, errors on invoices, requests and transactions. Maintains contact necessary with vendor and various City and Department staff until all discrepancies are resolved.

Performs database management and budget monitoring; tracks expenditures for human services programs; prepares journal entries of expenditures and adjustments; verifies financial statements and reports for completeness, accuracy and validity. Processes checks, financial notices, form letters, and accounting documents and ensures proper and accurate backup information accompanies related files and records.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting - Knowledge of general accounting principles, financial computations, statistical analysis and forecasting techniques. Knowledge of basic budgeting principles and practices and multi-faceted accounting application systems.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.
- Technology – Thorough knowledge of office systems, practices, procedures and administration. Knowledge of general office equipment and personal computers.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees and all levels of management to include representatives from other departments and organizations. Effectively responds to and resolves inquiries and disputes.
- Judgment/Decision Making – Evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving matters. Considers the relative costs and benefits of potential actions to choose the most appropriate one.

- Time Management - Plans and organizes daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.

REQUIRED ABILITIES

- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical applications. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires an Associate's Degree in Accounting, Business Management or a related field and 3-5 years of responsible accounting support work or closely related experience or an equivalent combination of education and experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or workstation.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

EXHIBIT II
INSURANCE REQUIREMENTS
Rev. 8/1/19

1. **General Insurance Requirements:**

   a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.

   b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.

   c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.

   d. Other insurance may be required depending on the scope of work presented.

   The City of Newport News shall be an Additional Insured in all such policies.

2. **Insurance Requirements**

   The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

   Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

   a. **Commercial General Liability**

   The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	$1,000,000
Property Damage per occurrence (PD)	$1,000,000
If Policy has Aggregate Provisions – Minimum Annual Aggregate Limit	$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence $1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL) $2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be $1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

f. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT

CONTRACT FOR
Temporary Service Workers

THIS CONTRACT is made effective this ____ day of _____, 202__ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) # [_____] entitled [_____], the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on [_____] and shall continue for one year **or** continue through [_____], with an option to renew at the City's sole discretion, for _____additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services rendered as follows: **or** as identified in Exhibit A. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

SAMPLE

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT continued

Contractor:
Name
Address

City: _____, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: _____@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

_____
Name of Contractor

BY_____

_____
Print or Type Name

TITLE_____

CITY OF NEWPORT NEWS, VIRGINIA

BY_____

_____
Print or Type Name

TITLE_____

SAMPLE

Page 1

EXHIBIT A
PAYMENT

Page 2

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3

ATTACHMENT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert Half Certificates
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : XL Insurance America, Inc.	24554
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	ROBEHAL-03
Robert Half International Inc. including Accountemps 2613 Camino Ramon San Ramon CA 94583	

COVERAGES **CERTIFICATE NUMBER:** 1098499712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Stop Gap Em.Liab X in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		3579-66-87	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employer Liability	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		7323-32-17	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll.Ded:	$ 1,000,000 $ $ $ $ 1,000/$1,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			7921-71-07	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	See Attached Supplemental	6/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is completed as: The City of Newport News, including its elected and appointed officials, employees, and agents.

Certificate Holder is deemed Additional Insured on the above referenced General Liability on a primary and non-contributory basis, and Auto Liability policies as required by written contract for liability arising out of Named Insureds' acts or omissions. Please refer to attached Chubb General Liability form 80-02-2367 for scope of Additional Insured status. Rights of Subrogation have been waived with respects to Worker's Compensation policy as required by written contract executed prior to loss. Umbrella Follows Form. Any person or organization for which the Named Insured may direct its employee to work as a consultant or temporary employee is included as an Alternate Employer to the above referenced Worker's Compensation policy. Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder.

CERTIFICATE HOLDER

City of Newport News
Purchasing Department
2400 Washington Avenue, 4th Floor
Newport News VA 23607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Campbell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ATTACHMENT B

2020-2021 RHI Workers Compensation Policy Numbers

Policy#	States	Eff. Date	Exp. Date	Issuing Company	NAIC #
Robert Half International Inc. and Protiviti Inc.					
RWD3001140-04	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
RWR3001141-04	WI	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554
Protiviti Government Services, Inc.					
RWR3001142-04	AOS: AZ, CA, DC, MD, OK, TX, VA	6/1/2020	6/1/2021	XL Insurance America, Inc.	24554

ATTACHMENT B

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2020 – June 1, 2021; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

ATTACHMENT B

Liability Insurance

Endorsement

Policy Period	JUNE 1, 2020 TO JUNE 1, 2021
Effective Date	JUNE 1, 2020
Policy Number	3579-66-87 SFO
Insured	ROBERT HALF INTERNATIONAL, INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JUNE 1, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

ATTACHMENT B

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

ATTACHMENT B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	RWD3001140-04	Premium Included
Robert Half International Inc.		
Insurance Company		
XL Insurance America, Inc.		

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ATTACHMENT B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer** **Address**
   Only those alternate employers that require this coverage to apply.

2. **State of Special or Temporary Employment**
   All States listed in Item 3A of the Information Page except AK, HI, MI, OK & TX.
3. **Contract or Project**
   If Any

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Robert Half International Inc.
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001140-04

Endorsement No.
Premium: Included

Countersigned by _____

WC 00 03 01 A
(Ed. 2-89)

© 1984, 1988 National Council on Compensation Insurance

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	**Address**	**State of Special or Temporary Employment**
Only those alternate employers that require this coverage to apply.		Hawaii, Michigan, Oklahoma and Texas.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. RWD3001140-04

Endorsement No.

Premium Included

Insured
Robert Half International Inc.

Insurance Company
XL Insurance America, Inc.

Countersigned by _____

© 1984 National Council on Compensation Insurance.

SECTION III

ORIGINAL SOLICITATION and ADDENDA

ADDENDUM NO. 1
ISSUE DATE: August 19, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Bids Due: **August 31, 2020 at 5:00 p.m. (CHANGED)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of two (2) pages.

Note the following changes and prepare your submittal accordingly:

1. IMPORTANT PROPOSAL SUBMISSION INFORMATION – Page 2

2. Section C – Technical Proposal Format – Change Letter/Name of Attachments as follow:
   Attachment B – Change to Price Proposal Form
   Attachment C - Change to SWAM Form
   Attachment D – Change to Reference Page
   Attachment E (Add) - Proprietary Information Form

3. Attachment B – Price Proposal Clarification:
   Page 1 – provide the bill rates for each labor category inclusive of all Contractor fees
   Page 2 – list out all Contractor fees separately for each labor category (these fees will be a part of the evaluation criteria)

4. Bid due date changed to **August 31, 2020 at 5:00 p.m.**

5. Questions and answers will be forthcoming on a separate addendum

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

IMPORTANT PROPOSAL SUBMISSION INFORMATION

Due to COVID-19, the logistics of submitting paper proposals has changed. Therefore, the City has modified its policies and will temporarily accept proposals via email.

Offerors shall submit proposals in accordance with the submission requirements contained in *Section C, Submission Requirements and Evaluation* of the Request for Proposals. Proposals may also be submitted via email, provided they are also received by the due date and time specified above. If sent via email, Offerors must follow-up by submitting all required paper or electronic versions identified in *Section C, Submission Requirements and Evaluation* in order for the City to consider a firm for award.

Proposals received after the deadline will not be considered regardless of the method of delivery. The City cannot guarantee receipt of proposals sent via Email. Offerors may follow up and obtain confirmation from the City that their proposals have been received.

Note: The maximum file size the City can receive via email is 40MB (including the email message).

When submitting proposals via email, Offerors are encouraged to use options to minimize file size (i.e. compressed file, zip file/folder, etc.). Additionally, if the regular email size constraints are too restricting, Offerors may send using cloud based electronic services such as Dropbox, Google Drive, etc.

All Offerors submitting proposals via email shall use the following solicitation-specific email address: RFP21-1160-6025@nnva.gov

ADDENDUM NO. 2
ISSUE DATE: August 24, 2020

CITY OF NEWPORT NEWS
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721/ Fax: (757) 926-8038
www.nnva.gov/purchasing

Solicitation Number: **RFP# 21-1160-6025**

Solicitation Name: **Temporary Services Workers**

Proposals Due: **August 31, 2020 at 5:00 p.m. (CHANGED ON ADDENDUM 1)**

This Addendum supplements or modifies the original Solicitation noted above and is made part of the Request for Proposals. This Addendum consists of ten (10) pages.

Note the following changes and prepare your submittal accordingly:

1. Questions and answers. Pages 2 - 10

Please sign and include this Addendum with the Proposal to certify the information contained in this Addendum is incorporated in your submittal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This Form Must Be Signed.

Sonja Eubank, Procurement Administrator

Questions and Answers

Q.1 What is the anticipated volume/project cost?

A.1 Varies based on the needs of the department throughtout the year

Q.2 What are the anticipated number of temps to be requested in the contract period?

A.2 Varies based on the needs of the department throughtout the year

Q.3 Are any current temps being transferred from the current vendor?

A.3 No, if the awarded vendors change, the current temporary employees assigned will also change

Q.4 When is the anticipated award date?

A.4 Awards are anticipated to be made by the end of the year. Contracts are estimated to begin January 15, 2021

Q.5 Does the vendor determine pay rates or do you have these determined?

A.5 The Contractor would determine pay ranges. When a temporary worker is needed, the hiring manager will negotiate a rate with the Contractor, within the already agreed upon pay range for the job category.

Q.6 Do all positions have to be bidded on?

A.6 See Scope of Work – first paragraph under General Operational Guidelines

Q.7 What would you determine as a fair/reasonable profit a vendor should make on this specific contract?

A.7 The City cannot make this determination

Q.8 Can you give me a better idea of the evaluation criteria in terms of percentage? Is it weight more heavily on technical or commercial

A.8 Evaluation criteria are listed and evaluated in order of importance – not percentage

Q.9 Can you give me a better idea on how we can satisfy the requirements for staff on hand? Our staffing company has access to the market place the ability to find and hire workers, but we don't keep staff on hand. We are willing to subcontract work out with local companies if need be, but we don't currently hold the employees on our staff. How is this requirement satisfied? Is having resumes of possible candidates sufficient to fulfill this category?

A.9 The City is not able to recommend how requirements are satisfied. Offerors must submit proposals for meeting the required services.

Q.10 Is there any preference given to local vendors?

A.10 Awards will be made based on the evaluation criteria listed in the RFP. As part of the technical proposal response, Offerors should describe the firms ability and process to respond to City emergencies, request for services, etc. within 24 hours.

Q.11 How many temporary service workers are currently engaged in the current contract? Please also provide the bifurcation of the workers supplied by each incumbent.

A.11 See A21

Q.12 When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?

A.12 See A18 for previous two years spending. Monetary spend since inception is not available at this time

Q.13 Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?

A.13 No

Q.14 How many vendors does the city intend to award?

A.14 The anticipated number of awards will be three to four

Q.15 What information city is expecting in response to point # 14 of the technical proposal mentioned on page # 13 of the RFP document?

A.15 Offeror should include any special conditions, policies, procedures, etc. for cash handling by assigned individuals.

Q.16 The alphabetical order of the attachments mentioned on page # 12 of the RFP document differs from the actual order of the attachments. Please confirm, if an offeror should use the alphabetical order mentioned on the attachments in response?

A.16 See Addendum 1

Q.17 Is there any way of removing the stipulation for the Alternate Employer Endorsement for this agreement?

A.17 This insurance requirement cannot be removed. The alternate employer endorsement is a contractual requirement due to the statutory employer language found in section 65.2-302 of the Virginia Code.

Q.18 What is the estimated budget for this RFP? If unknown, please specify previous spending.

A.18 Unknown – previous spending chart below

Fiscal Year	Allocated	Department
2019	$ 14,712.32	Finance
2019	$ 188,623.02	Public Works
2019	$ 52,920.00	Human Services
2019	$ 121,973.46	Parks/Recreation and Tourism
2019	$ 368,333.10	Waterworks
2019	$ 3,437.50	Vehicle and Equipment Services
2020	$ 42,090.00	Fire
2020	$ 372,132.24	Public Works
2020	$ 94,668.00	Human Services
2020	$ 68,236.00	Parks/Recreation and Tourism

Q.19 Is this a single or multiple award RFP?

A.19 The City intends to make multiple awards

Q.20 Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

A.20 This is not a new requirement. Current contracts awarded under RFP 2015-4415-0712 with Peopleshare Holding Corporation, Integrity Staffing Services, Inc. and Premier Staffing Source, Inc. expire January 14, 2021. Current contract awared under RFP 20-2481-3312 with Robert Half International, Inc. expires April 28, 2021. The City decided to issue one new solicitation for all temporary service workers in an effort to combine and award all contracts under this RFP.

Q.21 Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

A.21 We are not able to provide the individual assignments and pay rates. The chart below shows how much each department has allocated for their temporary need thus far in 2021 (Total Ordered) and how much so far they have spent (Total Ordered-Total Balance).

Total Ordered	Total Balance	Name	Department	Job Category
1,104.00	1,104.00	PEOPLESHARE HOLDING CORPORATION	Fire	Administrative
149,834.88	149,834.88	PEOPLESHARE HOLDING CORPORATION	Sheriff	Unknown
56,702.12	50,411.64	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
70,537.60	66,586.31	INTEGRITY STAFFING SERVICES, INC.	PW	Laborer
130,751.55	127,963.26	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
241,444.80	241,444.80	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
25,833.60	23,448.96	PEOPLESHARE HOLDING CORPORATION	PW	Laborer
26,936.00	24,864.00	INTEGRITY STAFFING SERVICES, INC.	Human Services	Administrative
320,320.00	320,320.00	ROBERT HALF INTERNATIONAL INC	Human Services	Professional Accounting
43,534.40	43,534.40	INTEGRITY STAFFING SERVICES, INC.	WW	Administrative
208,935.00	200,038.47	INTEGRITY STAFFING SERVICES, INC.	WW	Laborer
109,792.80	96,023.85	PEOPLESHARE HOLDING CORPORATION	General Services	Laborer/Custodial
9,672.00	8,258.40	PEOPLESHARE HOLDING CORPORATION	General Services	Administrative

Q.22 Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.

A.22 See separate attachments

Q.23 What are the most frequently used job categories in the subject matter RFP?

A.23 Laborers

Q.24 What is the average length of the assignment?

A.24 Assignments are "generally" less than three (3) months; however, there is no guarantee being provided of a minimum time frame for a placement.

Q.25 List of benefits current employees receiving from the incumbent.

A.25 The City does not know what benefits incumbents provide to their employees

Q.26 List of client mandates holidays

A.26 The City currently follows the following holidays-and as such-certain departments are closed.

A. New Year's Day (January 1) B. Dr. Martin Luther King's Birthday (Third Monday in January) C. George Washington's Birthday (Third Monday in February) D. Memorial Day (Last Monday in May) E. Independence Day (July 4) F. Labor Day (First Monday in September) G. Veteran's Day (November 11) H. Thanksgiving Day (Fourth Thursday in November) I. The Friday following Thanksgiving Day J. Christmas Eve (December 24) – Observed as four (4) hours only, and provided that December 24 falls during the normal Monday through Friday work week K. Christmas Day (December 25). *2021 Juneteenth was added

Q.27 List of vacation and holidays current employees receiving from the incumbent.

A.27 Unknown

Q.28 What is Mandate Living wage and Supplemental benefits?

A.28 The minimum wage in Virginia is 9.75. No other benefits are offered to temporary employees through the City.

Q.29 Details on benefits package current incumbent providing to temp staff.

A.29 Unknown

Q.30 Do we need to provide sample or live resumes on the job titles mentioned in the solicitation? If yes how much per job title?

A.30 This is up to each Offeror. They may include to show ability to fill the requirements of the the RFP.

Q.31 Could you please change the mode of submission of the response to email due to Covid-19?

A.31 See Addendum 1

Q.32 Is it mandatory to take Small/Women-Owned Minority or Service Disabled Veteran-Owned Business as a sub-contractor?

A.32 It is not a mandatory requirement; however, it is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM.

Q.33 If applicable, who is the incumbent for these services and for how long have they served City of Newport News in this capacity?

A.33 See A20 – Contracts awarded under RFP 2015-4415-0712 began January 2015, Contract awarded under 20-2481-3312 began April 2020.

Q.34 What are City of Newport News current [APPLICABLE RATES] for the positions listed in the solicitation?

A.34 See separate attachments

Q.35 What is City of Newport News historical usage and yearly spend for this contract during the past three (3) years?

A.35 See A18 for previous two years spending

Q.36 What is the anticipated annual and total spend for this contract?

A.36 Unknown

Q.37 Are there any PPE requirements?

A.37 Certain positions will require PPE and the City will provide

Q.38 When does City of Newport News anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

A.38 See A4

Q.39 Are respondents required to bid on all positions in order to be deemed responsive?

A.39 See A6

Q.40 If not all-or nothing, will bidding on only select positions negatively impact respondents' evaluation score?

A.40 No

Q.41 Will positions be remote due to COVID-19?

A.41 Assignments can be remote or in person

Q.42 Will City of Newport News accept Online submission due to COVID-19?

A.42 See Addendum 1

Q.43 To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will City of Newport News accept letters of attestation in lieu of actual background check results?

A.43 Yes

Q.44 Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to City of Newport?

A.44 It is up to each Contractor to determine how they absorb background fees

Q.45 Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to City of Newport News?

A.45 Exceptions will not cause Offeror to automatically be disqualified; however, depending on the exceptions, it may cause Offeror to not be shortlisted and/or not considered for award

Q.46 With respect to Affordable Care Act (ACA) costs, would City of Newport News prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates? Please clarify.

A.46 Incorporated into the proposed rates

Q.47 If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

A.47 Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

Q.48 On page 12 section 2, The attachments are listed in the order you want them, however the attachment letter does not match the description. For example: the second bullet point says "Attachment B – Completed SWAM Form" - However the SWAM form is labeled as Attachment C. Could you please clarify the order and the correct attachments?

A.48 See Addendum 1

Q.49 Would the City of Newport News be able to share the rates that were agreed upon in the last contract award or is this information publically available?

A.49 See separate attachments

Q.50 Will any employees be rolled over into the newly awarded staffing firms and if so, are we allowed to offer discounted rates?

A.50 No, if the vendors change, the current temporary employees assigned would also change.

Q.51 Attachment C - Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements, states, "Completed Form may be submitted with the Proposal or be submitted prior to award." Please confirm Attachment C does not have to be included with the company's proposal submission. Additionally, since there is "0" requirement for SWAM company participation, is SWAM participation assigned points or scored and taken into consideration for proposal evaluation?

A.51 Attachment C does not have to be included in the proposal but must be submitted prior to award. SWAM pariticapation is not an evaluation criteria – see Section C of the RFP for the evaluation criteria.

Q. 52 Regarding Page 19, J. Transitioning Existing Temporary Services Workers: How many incumbents will be assumed by the new vendor(s)?

A. 52 If the vendors change, the current temporary employees assigned would also change.

Q.53 Do we need to have a local business license for the City? If so, will this be required at the time of bidding at the award?

A.53 See #16 Section A. It is the responsibility of Contractor to determine if a local business license is required. More information can be found at https://www.nnva.gov/35/Business

Q.54 Does the City provide any paid vacation, paid sick day, or paid holidays to temporary employees?

A.54 No

Q.55 Does the City provide any benefits or contributions to benefits [medical, dental, visions] for temporary employees?

A.55 No

Q.56 Are there any Service Level Agreements [SLA's] expected? Such as:
a. Time frame we must make a submission after a new requirement is received
b. Number of Candidates to submit for each opening/headcount
c. Time frame of when a candidate is required to start after a new requirement is received

A.56 Contractor is expected to be able to meet all requirements upon contract execution

Q.57 Does the City have a holiday schedule for the calendar year? If employees are required to work on holidays, are they paid overtime or straight time?

A.57 The City will pay straight time. See A26

Q.58 Will 3rd party technical testing be required for candidate qualification before submission?

A.58 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.59 Is it expected that we meet each candidate face-to-face before submission to the City?

A.59 No - however the Contractor should ensure the candidate they are submitting can meet the needs of the position and Contractor shall verify qualifications.

Q.60 Are we permitted to send potential candidates from outside of the City, other parts of Virginia and the continental US as long as they are aligned with the payrate?

A.60 Yes

Q.61 Is there a maximum amount of time that a temporary employee can stay on a project?

A.61 See A24

Q.62 Does the City have any reporting requirements that would be required?

A.62 Monthly reporting

Q.63 Due to COVID, would we be required to provide Personal Protective Equipment to our Temporary Workers?

A.63 No, the City will provide

Q.64 What was the actual spend for this project for the previous year?

A.64 See A18

Q.65 What is the anticipated headcount in terms of temporary employees? If this is not known, is it possible to get the number of temporary employees from last year?

A.65 See A21

Q.66 Are the previous bidders' responses for the previously awarded proposal a matter of public record? Is it possible to get a copy of these?

A.66 See separate attachments

Q.67 Is it mandatory for the awarded bidder to have a local presence in the City of Newport News [City]? If so, can this be implemented at the time of award?

A.67 See A10

Q.68 Does the City provide parking for temporary employees?

A.68 Yes

Q.69 At the time of submission, do we need to provide any sample documentation of insurance [COI & Workers Compensation]?

A.69 See Section B #12 of the RFP

Q.70 Is it possible to get the pay rates for the positions included in the RFP for informational purposes?

A.70 See separate attachments

Q.71 Will reference checks be conducted for all bidders who submit a response or only for those bidders that have been shortlisted?

A.71 Reference checks may be conducted for all Offerors that submit a proposal

REQUEST FOR PROPOSALS

RFP No. 21-1160-6025
Issue Date: July 31, 2020

City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title:	Temporary Service Workers
Proposals Due:	**August 24, 2020 at 5:00 p.m.**
Project Overview:	The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Offeror) to provide "Temporary Service Workers" for various City Departments on an as needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

The City of Newport News (the "City") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference has been scheduled **August 10th, 2020 at 10:00 a.m.**

Pre-Proposal Conference Location: The conference will be held in a digital meeting format. **Interested Offeror's must RSVP to Shawneequa Tyler, Assistant Buyer of their interest to attend no later than 1:00 p.m. on Thursday, August 6th, 2020.**

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than **1:00 p.m. on August 17, 2020**. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	Sonja Eubank, Procurement Administrator, eubanksj@nnva.gov
Assistant Buyer:	Shawneequa Tyler, Assistant Buyer, tylersd@nnva.gov

This solicitation is posted on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the **eVA** solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

Table of Contents

Terms Conditions and Specifications

Section A - Standard Terms and Conditions
Section B - Contract Specific Terms and Conditions
Section C - Submission Requirements and Evaluation
Section D – Scope of Work

Attachments

Attachment A – Proposal Form
Attachment B – Price Proposal
Attachment C – Small, Women-Owned, Minority and Service Disabled Veteran-Owned Business Requirements
Attachment D – References
Attachment E – Proprietary Information

Exhibits

Exhibit I – Professional Accounting Scope of Work Descriptions
Exhibit II- Insurance Requirements
Exhibit III – Sample Agreement/Contract

SECTION A
STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

1. PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS:

a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.

b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.

c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.

d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.

e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.

f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.

g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. Exceptions may result in a determination that a proposal will not be considered for award. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.

h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.

i. Submission of a proposal is not to be construed as an award or an order to ship.

j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA**: Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

3. **AWARD:**

   a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on **eVA** is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

   b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.

   c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.

   d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.

   e. The Administrative Appeals Procedure is posted on the Office of Purchasing website https://www.nnva.gov/707/Vendor-Resources. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.

4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit https://www.scc.virginia.gov/ for more information.

7. **COOPERATIVE PURCHASE**: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.

8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS**: The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.

9. **FAITH BASED ORGANIZATIONS**: The City of Newport News does not discriminate against faith based organizations.

10. **NON-DISCRIMINATION**: During the performance of a contract with the City, the Contractor agrees as follows:

    a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

    b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

    c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

    d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE**: During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. **PAYMENT TERMS:**

    a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.

    b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.

    c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.

    d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

    e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.

    f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION**: The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. **INTERPRETATION OF SPECIFICATIONS**: The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16. **LAWS AND REGULATIONS**: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

17. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

18. **RIGHTS UNDER ANTITRUST LAWS**: The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or

pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

20. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

21. **DEFAULT**: In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.

22. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

    If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

    Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

23. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

    The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

    In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

24. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

25. **SEVERABILITY**: If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or

unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

26. **INDEPENDENT CONTRACTOR**: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

27. **CONFLICT**: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.

28. **NON-EXCLUSIVE CONTRACT**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

29. **RECORDS AND INSPECTION**: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

30. **ENTIRE AGREEMENT**: The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.

2. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference is scheduled related to this Request for Proposals on the date, time and location posted on the cover page. Attendance at the pre-proposal conference is not mandatory in order for a proposal to be considered for award.

3. **CONTRACTOR QUALIFICATIONS**: Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.

4. **METHOD OF AWARD:** The City will make multiple awards to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the City by taking into consideration price and the evaluation criteria identified herein.

5. **ASSIGNMENT OF WORK/ORDERING:** Following award of contracts, the City will request services of Temporary Service Workers on an as-needed basis. Contractors may be contacted individually or collectively when there are needs for a Temporary Service Workers based on various factors including but not limited to: timeframe in which a worker is needed, specialty areas of the Contractor, responsiveness to City requests, quality of personnel offered and other factors in which the City determines to be in its best interest. The City cannot guarantee the volume of work for each Contractor.

   The City will interview the Temporary Service Workers offered by the Contractor(s) and will select the individual who it determines to be the best candidate for the temporary assignment.

6. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.

7. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

8. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award and continue for one year with the option to renew, at the City's sole discretion, for four (4) additional one (1) year periods.

   A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

9. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order or a City issued Purchasing Card.

   The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase

order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

10. **INVOICING**: The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

11. **PAYMENT:** Payment will be authorized following receipt of a valid invoice which must include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City) Description of Goods and Services, Unit Prices, Total Price). Invoices may be submitted on a monthly basis according to services rendered. Final payment terms may be negotiated with the selected Offeror.

12. **INSURANCE**: The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

    Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

    Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

    Insurance requirements are specified herein as Exhibit I.

13. **CONFIDENTIALITY**

    a. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

    b. Exclusions: The term "Confidential Information" shall not include information that is:
        i. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
        ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
        iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

c. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor's Confidential Information in accordance with records retention policies and as required by law.

14. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

SECTION C
SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as "ORIGINAL") and 5 complete electronic version(s) on CD or USB/"Thumb Drive" (a USB/"Thumb Drive" is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror's name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information

- Attachment A – Proposal Form. The Proposal Form should act as the cover pages of the proposal
- Attachment B – Completed SWAM Form
- Attachment C – Reference Form. References should be for projects similar in size and scope.
- Attachment D – Proprietary Information Form
- Technical Proposal:
    - An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
    - A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc. Include geographical location and hours of operation.
    - A description of the Offeror's understanding of the requirements contained in the Scope of Work.
    - The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
    - Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
    - Describe the firm's current turnover rate for agency recruiters and account representatives.
    - Describe your firm's ability and process to respond to City emergencies, request for services, etc. within 24 hours of notice.

- Identify specialty areas of your firm, including the ability to provide some or all of the position categories identified in the Scope of Work.
- Describe the firm's testing, screening, and interviewing process, including how the firm determines if a candidate meets the qualifications of a position.
- Describe the firm's approach and experience in successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering).
- Describe the approach to attract a diverse well qualified pool of candidates for the position categories offered in your proposal.
- Describe your firm's approach to adjusting labor category rates and related fees for renewal terms.
- Include conversion terms should the City wish to covert/hire assigned individuals to a City position.
- Include any special conditions for cash handling by assigned individuals.
- Successes on projects similar in size and scope.
- A statement of the financial status of the firm.

3. **PRICE PROPOSAL-** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.

   The Price Proposal should include the Contractor's fee(s) for each labor category.

   Provide and detail cost of all additional fees associated with hiring an assigned temporary employee. Please refer to the Section D, Scope of Work regarding the City's intention regarding placement fees.

4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
   - The demonstrated understanding and approach to provide the services identified in this Request for Proposals.
   - Successful experience and capabilities of the firm providing similar services.
   - Demonstrated experience successfully placing personnel in otherwise difficult to fill positions (e.g. professional accounting and engineering)
   - Demonstrated ability to provide a pool of qualified and capable candidates to meet the needs of the City.
   - Fees
   - Completeness of Proposal.

5. **EVALUATION OF PROPOSALS:**

   Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offeror proposals that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

   Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

   Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

SECTION D
SCOPE OF WORK

TEMPORARY SERVICE WORKERS

PURPOSE:

The City of Newport News (City) is seeking proposals from qualified temporary employment agencies (Contractor) to provide "Temporary Service Workers" for various City departments on an as-needed basis. This solicitation shall be the basis for a multiyear contract(s) with various temporary agencies for as-needed temporary service workers.

BACKGROUND:

The City provides a variety of local government services to over 180,000 citizens and is a regional water provider to citizens and businesses in Newport News as well as four other local jurisdictions. To assist City departments with periodic project implementation and with maintaining these services and operations in the event of staffing shortages, the City contracts for various temporary personnel.

The temporary personnel are utilized on an as-needed basis, and are subject to working within the City's hours of operation for the specific assignment. Depending on the nature of the job, some positions are seasonal and the duration of each requirement can vary from less than a week to several months. The City's administrative hours of operation have been established as Monday through Friday, 8:00 am to 5:00 pm; however, individual departments are authorized to establish schedules that most effectively provide City services. As such, individual operating schedules and staff assignments may necessitate weekend, evening, or other shift work; however, all schedules are administered in accordance with applicable federal and state regulations.

As a result of this Request for Proposals (RFP), it is anticipated that multiple awards will be made and Contractors may be categorized as primary or secondary Contractors based upon the evaluation criteria and negotiated terms and conditions. As needs arise, the City will contact one or more Contractors to obtain the individual(s) most suited to the assignment.

SCOPE OF WORK:

General Operational Guidelines

The Contractor shall furnish Temporary Service Workers to perform work in the following categories described below as identified by the City at the time of request for temporary services. Proposals may be submitted for all or some of the position categories identified below. *The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract.*

- Laborers – Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: construction worker helpers; equipment operators; laborers; refuse and recyclable materials collectors; pipe layers.

- Craft Workers and Operatives – Most jobs in this category include intermediate or higher skilled occupations and include workers who operate machinery or factory-related equipment, construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples include: laundry workers; photographic process workers (printers);

electrical and electronic equipment assemblers; truck drivers; industrial truck and tractor (forklift) operators; parking lot attendants; carpenters; electricians; painters (both construction and maintenance); pipelayers, plumbers, and pipefitters. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics and electric and electronic equipment repairers.

- Administrative Personnel – Jobs in this category involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; dispatchers; couriers; computer operators; word processors and typists; and general office clerks.

- Technicians – Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

- Professional Staff – Most jobs in this category require bachelor or graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; architects; chemists; computer programmers; engineers; lawyers; librarians; natural scientists; registered nurses; and surveyors.

- Service Workers – Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples include: cooks; transportation attendants; janitors; and security guards.

- Professional Accounting – Job descriptions for this category are listed in **Exhibit I.**

Specific knowledge, skill or ability requirements necessary for the work to be performed will be identified by the City with each individual request and the per hour pay rate will be determined by skill level of the Temporary Service Worker within the specific position category requested and the corresponding pay ranges. Invoices should reflect the agreed-upon rate for the individual worker based on the pay rate established (approved) for the position.

A. Request for Service Engagement: The City will notify the Contractor of the City's Point of Contact, as well as backup, who is authorized to request Temporary Service Workers. A City purchase order shall be required prior to commencement of work. For reporting purposes, the purchase order number for each service engagement must be reported and clearly stated on all required monthly summary reports.

B. Response Time: The Contractor shall respond to a new request within one (1) business day, or within the timeframe established by the City, to confirm availability of a suitable Temporary Service Worker to fill the request. The City reserves the right to simultaneously give all Contractors an opportunity to fill positions on a "first come" basis when there is an urgent need. In the event of an emergency requirement, the Contractor shall make every commercially reasonable attempt to respond to the request in the City's established emergency time frame.

Upon Contractor's confirmation of Temporary Service Worker availability, the City's Point of Contact will provide Contractor with instructions regarding the assignment. This may also include an interview (phone interview or face-to-face interview) or skills assessment prior to placement with the City. If the City

determines that the candidate does not meet the skill requirements of the position, the City will reject the candidate and move to the next candidate, or request other resumes from which to choose another candidate, at no cost to the City. When the request is given to more than one Contractor, the City will notify all Contractors when the request is filled.

Temporary Service Workers Selection Guidelines

A. Background Checks:

Certain Temporary Service Workers will be subject to criminal history background checks as a condition of providing services of a sensitive nature including matters involving public welfare, safety, health activities, monetary or confidential matters, children's activities, therapeutic recreation programs, mature adult programs, and access to the Criminal Justice Information System (CJIS) or the Virginia Criminal Information Network (VCIN).

The City's Director of Human Resources, or their designee, shall determine the type and scope of the criminal history record checks and any other background checks required based on the specific assignment requested by the City and may include a federal, state or local check, as well as a check through the National Sex Offender Registry, or the Virginia Child Abuse and Neglect Registry. The Contractor is responsible for conducting identified criminal history checks on potential Temporary Service Workers prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for costs associated with the criminal history background checks. The requirement for a background check shall be identified by the City prior to making the request for service engagement.

B. DMV Driver Record Check:

If operation of a vehicle is a requirement of the temporary assignment, the City will provide a vehicle for the assigned work. The Contractor shall perform a DMV driver's license record check prior to placing the potential Temporary Service Worker with the City. The Contractor shall be responsible for ensuring any individual assigned or permitted to operate vehicles is properly licensed. When operation of a City vehicle requires a Commercial Driver's License, the potential Temporary Service Worker must possess a minimum of a CDL permit. The Contractor shall be responsible for costs associated with the DMV driver's license record check.

Prior to driving a City vehicle, the Temporary Service Worker must complete the City's online safe driving course, which will be administered and managed by the City. The requirement for a DMV Driver Record Check shall be identified by the City prior to making the request for service engagement.

Performance and Conduct Requirements for Temporary Service Workers

A. Standards of Conduct:

Temporary Service Workers will conduct themselves in a professional manner and shall comply with City and departmental policies, procedures, rules, and directives. City equipment (all property owned, leased, or controlled by the City, including but not limited to vehicles, computers, tools, devices, and materials), facilities, and information, will be used only for work-related purposes.

Smoking or tobacco use in any form while on City property and while performing services for the City is prohibited. Reporting to work or being at work while under the influence of alcohol or a

controlled substance, or the possession, manufacture or distribution of controlled substances at work is strictly prohibited.

B. Communication Skills: Unless otherwise requested, all Temporary Service Workers must be able to read, write, speak and comprehend the English language. Temporary Service Workers that are not able to read, write, speak, or comprehend the English language will not be acceptable and the City will incur no expenses and wages.

C. Certifications: Certifications for Temporary Service Workers required for a specific assignment will be identified by the City at the time of request. The Contractor shall keep a current record of Temporary Service Worker certifications and the expiration dates to ensure that required certifications are maintained. If the Temporary Service Worker's certification expires during an assignment, the City reserves the right to send the Temporary Service Worker for recertification training and may invoice the Contractor for the training cost incurred, or send the worker home as the City determines appropriate.

D. Attire and Related Safety Equipment

The Contractor shall send Temporary Service Workers to job assignments dressed appropriately for the identified assignment. The Contractor shall provide all personal safety equipment as required for the specific assignment including, but not limited to, gloves, rain suits, rubber boots, steel-toe shoes/boots, etc. Temporary Service Workers who report to work without the appropriate attire, safety equipment, or in an unacceptable condition (including proper hygiene), may be sent home at the City supervisor's discretion. The Temporary Service Worker will not be paid in these instances. In some instances, Temporary Service Workers may be issued uniforms. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued uniform and to turn them in to their supervisor upon completion of the temporary assignment.

The Contractor shall be responsible for any attire and related safety equipment if issued by the City (hard hats, job specific equipment, etc. that is damaged beyond normal wear and tear) or not returned at the end of the temporary assignment and will be charged actual replacement costs.

Account Service Requirements

A. Contractor Single Point of Contact: The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that shall be accessible during normal work hours 8:00 am until 5:00 pm Monday through Friday, with the exception of observed holidays, to receive temporary staffing requests, handle and assist in any and all inquiries regarding availability, status of orders, scheduling, billing, contract compliance requirements, reports, and problem solving. Contractor's SPOC, who will receive temporary service worker requests, shall be available via telephone and email.

The Contractor's SPOC shall meet with the City's point of contact (POC) and/or the hiring manager, as requested, to discuss all services and any absentee or performance issues. The SPOC will contact the City's POC directly to receive the Temporary Service Worker's arrival instructions once the order is filled.

B. Refusal: The City shall have the right at any time to refuse any Temporary Service Worker provided by the Contractor for any job related deficiency. Replacement of any Temporary Service Worker shall be in compliance with all applicable anti-discrimination laws. The rejected Temporary Service Worker shall be immediately removed and prompt arrangements made for a suitable replacement.

C. Contractor's Employees and Mandatory Taxes, etc.: The Temporary Service Workers provided to the City shall be employees of the Contractor. The Contractor shall be responsible for obtaining employment eligibility verification (Federal Form I-9), withholding and payment of all payroll taxes, providing workers' compensation coverage and applicable insurances, payroll reporting, and other employer Federal and State mandatory requirements for Temporary Service Workers.

D. Contractor's Fee: The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. Please outline these rates on Attachment B of this submittal.

E. Hours of Work and Overtime:

The Contractor shall verify work hours at the time the order is placed. Working hours and holidays will vary based upon the position in which the Temporary Service Worker is placed. There may be requirements for evening, weekend and overtime work, based upon the position in which the Temporary Service Worker is placed. The Contractor shall supply time sheets to Temporary Service Workers. Time sheets will be completed by the Temporary Service Worker, and then approved and submitted via email or facsimile by the supervisor of the Temporary Service Worker to the Contractor's SPOC on a weekly basis for billing purposes.

Overtime will be defined in accordance with the Fair Labor Standards Act and must be authorized in advance by the supervisor of the Temporary Service Worker. Lunch and additional break periods will be determined by the supervisor of the Temporary Service Worker. Lunch and additional break periods in excess of fifteen (15) minutes will not be considered work time and as such will not be paid by the City. Temporary Service Workers who are authorized to work on an observed holiday will be paid for time worked. The City's terms and conditions in this solicitation take precedence over any terms and conditions included on Contractor time sheets.

F. Transportation and Parking: It will be the responsibility of the Contractor or the Temporary Service Worker to provide transportation to and from the required work location. Parking will be provided for Temporary Service Workers in the same manner as provided for regular City employees.

G. Identification Badges: Temporary Service Workers may be issued a City identification (ID) badge and a Data Watch security access badge. If it is determined that a City ID badge or a Data Watch security badge will be necessary, the supervisor of the Temporary Service Worker will complete the necessary request form and arrange for the badges to be issued. It will be the responsibility of the Temporary Service Worker to maintain possession of any City-issued badges and to turn in the badges to their supervisor upon completion of the temporary assignment. The Contractor shall be responsible for the City's prevailing fee for replacement of a lost badge, or if a badge is not returned at the completion of the assignment.

H. Travel Reimbursement: It is the Policy of the City to pay all legitimate and necessary expenses incurred while traveling on City business if funds are available. As such, all travel must be approved in advance and any Temporary Service Worker authorized to travel for City business will be compensated in accordance with the City's Personnel Administrative Manual, Section 1405-Travel and Meeting Expense Policy, which can be found at http://www.nngov.com/DocumentCenter/View/237 .

I. Placement Fees: Temporary Service Workers may be hired by the City at any time to fill publicly advertised position vacancies and the City does not agree to pay placement fees unless otherwise negotiated. In addition, the City does not agree to the Temporary Service Workers being obligated for any placement fee to the Contractor upon being hired by the City unless otherwise negotiated.

J. Transitioning Existing Temporary Service Workers: At the request of the City, the Contractor shall make reasonable efforts to transition existing Temporary Service Workers provided by other temporary employment agencies.

K. Reporting Requirements:

On a monthly basis, the Contractor shall provide the City's POC with electronic reports of the individual usage and the total dollar volume of purchases by the 15th day of the month following actual usage, or the following business day if the 15th day of the month falls on a weekend or holiday.

The required report information will include, but may not be limited to, the purchase order number for each assignment, the number of regular hours and overtime hours worked for each position furnished for the completed month for which the report covers, and the actual cost for each position furnished. Monthly and cumulative reports will also include information for each Temporary Service Worker, the worker's name, hours worked, hourly pay rate, and totals. A template of the monthly report in Excel format will be provided to the awarded Contractors. Failure to submit this information in the required format and time may result in payment delays and/or cancellation of the awarded contract.

L. Occupational Safety and Health: The Contractor shall ensure that all Temporary Service Workers are given adequate safety and health training as required by OSHA, explanations of their position duties, and ensure that they are provided necessary protections by the City. The City will treat Temporary Service Workers like any other workers in terms of OSHA job required training, and safety and health protections. The City shall provide specific training tailored to the particular workplace equipment/hazards.

M. Affordable Care Act: Penalties assessed to the Contractor by the federal government due to lack of health coverage under the Affordable Care Act, or insufficient health coverage shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure its own compliance with all applicable law; the City shall NOT be responsible for any penalties or noncompliance costs under the ACA that are incurred or assessed related to the Contractor's employees, regardless of whether such ACA penalties or non-compliance costs are assessed to the Contractor or to the City.

ATTACHMENT A
PROPOSAL FORM
(Completed Form shall be submitted as Proposal Cover Pages)

RFP Number:	21-1160-6025
Proposal Name:	Temporary Service Workers
Due Date and Time:	August 24, 2020 at 5:00 p.m.

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____-_____
Employer Identification Number (EIN)	_____-_____
Social Security Number (only if a EIN is NOT provided)	_____-_____-_____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: _____
or
Firm/Company is not required to have/maintain registration because:_____

2. **PAYMENT TERMS:**

- "Net 30"
- **Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted:

_____

_____

_____

_____

_____

_____

5. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

6. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- ☐ Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- ☐ Completed SWAM Form
- ☐ Completed W-9 (All proposals should include a W-9)
- ☐ Technical Proposal
- ☐ References
- ☐ Proprietary Information Form

7. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

8. **AUTHORIZATION**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name:_____

Print Name:_____ Title:_____

Signature:_____ Date:_____

(This form must be signed. All signatures must be original and not photocopies.)

ATTACHMENT B
PRICE PROPOSAL

(Completed Form shall be submitted with the proposal)

OFFEROR NAME: _____

The hourly rate ranges provided for each position category shall be inclusive of all elements necessary to provide the Temporary Service Worker and shall include, but not be limited to, the Contractor's overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports.

Provide the anticipated hourly rates for each category below.

The City reserves the right to identify additional labor categories and rates as needed or required during the term of the contract. Position category rates may be adjusted as needed by the City and the Contractor upon mutual agreement.

General Categories:

Category	Low Hourly Rate	High Hourly Rate
Laborers		
Craft Workers and Operatives		
Administrative Personnel		
Technicians		
Professional Staff		
Service Workers		

Rates for Professional Accounting Categories:

Category	Low Hourly Rate	High Hourly Rate
Accounting - Administrative (Assistants assigned to the accounting group)		
Accounting - Technical (Mid-level Accountants, Coordinators or Specialist)		
Accounting – Professional (Manager – Senior level Accountants)		

ATTACHMENT B
PRICE PROPOSAL (continued)
(Completed Form shall be submitted with the proposal)

Provide the Contractor's fee for each position category identified above: The fee should include overhead, profit, taxes, insurances, workers' compensation, other State and federal requirements for Temporary Service Worker, Temporary Service Worker criminal history background and other pre-placement checks, and the preparation and production of required reports. The fee may be expressed as a percentage, flat fee, etc.

ATTACHMENT C
SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 8/1/2019

(Completed Form may be submitted with the Proposal or be submitted prior to award)

BIDDER/OFFEROR NAME: _____

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. **Affirmative Steps:** Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

(i) Specific description of the work to be contracted;
(ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
(iii) Date the information is due to the Bidder/Offeror;
(iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

B. **Bidders/Offerors are <u>required</u> to respond to 1-3 below to be deemed *responsive. This information may be* submitted with their bid/proposal or prior to award.**

1. If you are a SWAM firm please indicate type(s) below:

Small Business ☐ **Woman-Owned** ☐ **Minority-Owned** ☐

Service Disabled Veteran (SDV) ☐

Disadvantaged Business Enterprise (DBE) Federal Designation ☐

Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):
attach certificate if available _____

_____

Certification #: _____

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

Total dollars to be sub-contracted:		Company Name:
Total **Small Business**	$_____	_____
Total **Woman-Owned**	$_____	_____
Total **Minority-Owned**	$_____	_____
Total **SDV** Dollars	$_____	_____
Total **DBE** Dollars	$_____	_____

3. If you do not plan to utilize such firms in this contract, state your reasons:
_____

RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: https://www.sbsd.virginia.gov/directory/

Other Resources

National Minority Supplier Development Council	www.nmsdc.org
Carolina-Virginia Minority Supplier Diversity	www.cvmsdc.org
Small Business Administration	www.sba.gov

*Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on **eVA**. This a tool to aid in establishing prime and subcontractor relationships.*

ATTACHMENT D
REFERENCE PAGE

MUST BE FOR EQUIVALENT SERVICES

(Completed Form shall be submitted with the Proposal)

Do Not Include the City of Newport News as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: $	

ATTACHMENT E
PROPRIETARY INFORMATION

(Completed Form shall be submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the proposal does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the proposal does contain trade secrets and/or proprietary information.

If YES, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information in contained in the proposal.**

EXHIBIT I
PROFESSIONAL ACCOUNTING
SCOPE OF WORK DESCRIPTIONS

ADVANCED ACCOUNTING

GENERAL STATEMENT OF RESPONSIBILITIES

This position is responsible for the administration and oversight of complex professional accounting work involving research, analysis, preparation and maintenance of financial records and reports. May supervise agency-wide Procurement and Vendor Management, Expenditures and Encumbrance Management; or Revenue/Grant Management and financial reporting functions. Reports to the Chief of Fiscal Operations.

ESSENTIAL JOB FUNCTIONS

Coordinates and supervises professional accounting work for the assigned fiscal unit; creating and implementing improvements to procedures, internal controls, and fiscal business systems; reviewing and approving journal entries and correcting entries; collaborating with agency and City stakeholders on day-to-day operational processes based on Federal/State/Local guidelines; gathering, communicating, performing analysis, and identifying trends of agency financial information and interpreting of Federal/State fiscal policy for Senior Management decision-making purposes; and performing subject-matter expert problem resolution for the assigned units.

Responsible for oversight and management of one or more major departmental financial functions which may include, but is not limited to, Procurement & Vendor Management; Expenditure & Encumbrance Management; or Revenue and Reporting Management. Responsibilities may include administration of the agency's P-card transactions and reporting, coordinating and monitoring Requests for Proposals and Memorandums of Understanding in accordance with established City procedures, oversight of departmental grants, coordination of accounts payable processes, general ledger management and reconciliations, asset system maintenance, budget monitoring for both City and State programs, or similar activities.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – Considerable knowledge of generally accepted accounting principles (GAAP) and governmental accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting and procurement principles and practices and multi-faceted accounting application systems. Knowledge of Federal, State, and Local laws and regulations governing the receipt, custody, and expenditure of public funds. General knowledge of public administration, grant administration, and contract law.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes meeting quality standards for services, and evaluation of customer satisfaction.
- Supervision – Knowledge of leadership techniques, principles and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff. General knowledge of Human Resources Information Systems.
- Technology – Knowledge of fiscal business solutions, practices, and procedures including, but not limited to personal computers, for procurement and vendor management, expenditures and encumbrance management, revenue and reporting functions, spreadsheets, and related programs.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of financial tasks with reasonable speed and accuracy.
- Critical Thinking – Using logic and reasoning to understand, analyze, and evaluate complex

situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.

- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees at all levels, accounting representatives from all departments, and outside agencies. Effectively responds to and resolves difficult inquiries and disputes.
- Judgment and Decision Making – Evaluating the best method of research and then exercising appropriate judgment in establishing priorities and resolving complex matters. Considering the relative costs and benefits of potential actions to choose the most appropriate one.

REQUIRED ABILITIES

- Financial Management – Ability to perform complex arithmetic, algebraic, and statistical applications to perform financial transactions. Ability to employ accounting principles and practices in the analysis and reporting of financial data.
- Coordination of Work – Ability to establish and implement effective administrative programs and procedures. Ability to plan and organize daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Attends and maintains a calendar for meetings, deadlines and events. Performs a broad range of supervisory responsibilities over others.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand; to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing. Ability to handle a variety of human resources issues with tact and diplomacy and in a confidential manner.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Business Management, Finance or a related field with course work equivalent to a major concentration in accounting and 3-5 years of progressively responsible professional accounting experience or an equivalent combination of education and experience, including 1-2 years of supervisory experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING COORDINATION

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports.

ESSENTIAL JOB FUNCTIONS

Maintains and monitors the agency's purchase of services processes, preparation of City purchase requisitions, expenditure encumbrances, and City P-Card processes in compliance with Federal/State/Local guidelines. Responsible for the maintenance, monitoring, and recordkeeping of agency contracts, fiscal agreements, leases, and Memorandums of Understanding. Coordinates vendor management and recordkeeping to include but not limited to monitoring vendor information in SAMS, and managing the collection of vendor W-9s, vendor insurance, and vendor licenses, as applicable. May participate on RFP committees and/or provide fiscal information to support RFP decision-making. Reconciles City accounting systems with agency purchase of service system on a regular basis.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting

of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions

ACCOUNTING COORDINATOR (REVENUE AND REPORTING TEAM)

GENERAL STATEMENT OF RESPONSIBILITIES

Under limited supervision, this position is responsible for performing difficult professional accounting work involving research, fiscal analysis, preparation and maintenance of financial records and reports. Reports to the Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Coordinates and prepares financial reports and expenditure reimbursement requests in various automated accounting systems. Responsible for effective fiscal management for the department to include budget preparation, budget amendment requests, and monitoring of allowable expenditures based on Federal/State/Local fiscal guidelines. Monitors and oversees departmental grants, to include expenditures, grant revenues, and files grant reports as required. Accurately records expenditure recoupments to reflect the reduction of City and/or State expenses. Effectively manages the agency's cash collection process and follows best practice internal controls. Reconciles various general ledger accounts including but not limited to donation accounts, accounts receivable accounts, and Federal/State revenue accounts. Manages Special Welfare Funds for Foster Children.

Responsible for the preparation of complex fiscal information reports; responsible for accurate financial reporting and preparation of journal entries. Responsible for the maintenance and record retention of accounting records based on Federal/State/Local guidelines.

Responds to inquiries related to department accounting activities and agency fiscal procedures. Remains abreast of current statewide policy initiatives; best practices; legislative, regulatory, and policy developments that affect financial operations and revenue enhancement at the local agency level. In the absence of the Accountant II, may direct the work of others within their area of responsibility.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting – General knowledge of accepted accounting principles and accounting standards of the Governmental Accounting Standards Board (GASB) to include fund accounting, financial computations, statistical and financial analysis and forecasting techniques. Knowledge of budgeting principles and practices and multi-faceted accounting application systems.
- Technology – Knowledge of general office equipment and personal computers to include word processing, spreadsheet, and related software. Comprehensive knowledge of office systems, practices, procedures and administration.
- Customer Service - Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.

REQUIRED SKILLS

- Critical Thinking – Uses logic and reasoning to understand, analyze, and evaluate complex situations and research information to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to the situation.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees, managers, and representatives from other departments and organizations.
- Computer Skills – Utilizes a personal computer with word processing, spreadsheets and related accounting software to effectively complete a variety of tasks with reasonable speed and accuracy.

REQUIRED ABILITIES

- Time Management – Ability to plan and organize daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.
- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical computations. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires a Bachelor's Degree in Accounting, Finance, Economics, Business Administration or a related field and 1-2 years of responsible accounting or financial management experience or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or work station.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

ACCOUNTING SUPPORT

GENERAL STATEMENT OF RESPONSIBILITIES

Under general supervision, this position is responsible for performing a full range of accounting support work, to include reviewing a variety of billings to ensure accuracy; resolving discrepancies and processing payments and assisting in developing and implementing procedures to improve methods of accounting within the department. Reports to a Senior Accountant.

ESSENTIAL JOB FUNCTIONS

Reviews detailed accounting transactions; performs data retrievals, inquires, analysis and reconciliations from a variety of data sources; ensures that revenues generated from departmental activities and programs are recorded accurately and in a timely manner; researches discrepancies and takes proper steps to resolve matters.

Enters quick entries, purchase of service system entries and purchase order receipts for billings, travel expenses and other payment requests. Performs audits to confirm proper authorization, mathematical accuracy, adequate support documentation, accurate payee information and to determine if the payment has been properly assigned. Researches and reports 1099 miscellaneous income, unclaimed property and information for audits and assignments in support of the Expenditures and Encumbrances Senior Accountant. Researches and resolves discrepancies, resolves problems such as but not limited to payment inquiries by vendors, errors on invoices, requests and transactions. Maintains contact necessary with vendor and various City and Department staff until all discrepancies are resolved.

Performs database management and budget monitoring; tracks expenditures for human services programs; prepares journal entries of expenditures and adjustments; verifies financial statements and reports for completeness, accuracy and validity. Processes checks, financial notices, form letters, and accounting documents and ensures proper and accurate backup information accompanies related files and records.

Performs other duties as assigned.

REQUIRED KNOWLEDGE

- Accounting - Knowledge of general accounting principles, financial computations, statistical analysis and forecasting techniques. Knowledge of basic budgeting principles and practices and multi-faceted accounting application systems.
- Customer Service — Considerable knowledge of principles and processes for providing customer service. This includes setting and meeting quality standards for services, and evaluation of customer satisfaction.
- Technology – Thorough knowledge of office systems, practices, procedures and administration. Knowledge of general office equipment and personal computers.

REQUIRED SKILLS

- Computer Skills – Utilizes a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy.
- Interpersonal Relationships – Develops and maintains cooperative and professional relationships with employees and all levels of management to include representatives from other departments and organizations. Effectively responds to and resolves inquiries and disputes.
- Judgment/Decision Making – Evaluates the best method of research and then exercises appropriate judgment in establishing priorities and resolving matters. Considers the relative costs and benefits of potential actions to choose the most appropriate one.

- Time Management - Plans and organizes daily work routine. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Implements work activities in accordance with priorities and estimated schedules.

REQUIRED ABILITIES

- Communication – Excellent ability to communicate complex ideas and proposals effectively so others will understand to include preparation of reports, agendas, and policies. Excellent ability to listen and understand information and ideas presented verbally or in writing.
- Accounting and Budgeting – Ability to perform arithmetic, algebraic, and statistical applications. Ability to employ economic and accounting principles and practices in the analysis and reporting of financial data.

EDUCATION AND EXPERIENCE

Requires an Associate's Degree in Accounting, Business Management or a related field and 3-5 years of responsible accounting support work or closely related experience or an equivalent combination of education and experience. Knowledge of human services accounting principles and practices preferred.

ADDITIONAL REQUIREMENTS

An acceptable general background check to include a local and state criminal history check and sex offender registry check.

A valid driver's license with an acceptable driving record.

Individuals in this position cannot be listed as having a founded child abuse or neglect complaint.

PHYSICAL REQUIREMENTS

- Requires the ability to exert light physical effort in sedentary to light work.
- Some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).
- Tasks may involve extended periods of time at keyboard or workstation.

SENSORY REQUIREMENTS

- Some tasks require the ability to perceive and discriminate sounds and visual cues or signals.
- Some tasks require the ability to communicate orally.

ENVIRONMENTAL EXPOSURES

Essential functions are regularly performed without exposure to adverse environmental conditions.

EXHIBIT II
INSURANCE REQUIREMENTS
Rev. 8/1/19

1. General Insurance Requirements:

a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated "A" or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days' prior written notice (10 days' for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.

b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.

c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.

d. Other insurance may be required depending on the scope of work presented.

The City of Newport News shall be an Additional Insured in all such policies.

2. Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

a. **Commercial General Liability**

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	$1,000,000
Property Damage per occurrence (PD)	$1,000,000
If Policy has Aggregate Provisions – Minimum Annual Aggregate Limit	$1,000,000

b. **Automobile Liability**

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:

Combined Single Limit (CSL) per occurrence $1,000,000.

c. **Umbrella Liability**

Coverage over the commercial general liability, automobile liability, and employer's liability.

The minimum Limit of Liability shall be:

Combined Single Limit (CSL) $2,000,000

d. **Workers' Compensation**

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be $1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

e. **Additional Insured Provisions:**

The Contractor and any Subcontractor shall name the following as Additional Insured:

"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium)."

f. **Required Endorsements:**

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT

CONTRACT FOR
Temporary Service Workers

THIS CONTRACT is made effective this ____ day of _____, 202__ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "**City**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**."

WHEREAS, in response to the City's Request for Proposals (RFP) # [_____] entitled [_____], the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work**. The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term**. Services shall commence on [_____] and shall continue for one year **or** continue through [_____], with an option to renew at the City's sole discretion, for _____additional one-year periods.
4. **Payment**. The City shall pay the Contractor for services rendered as follows: **or** as identified in Exhibit A. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications**. Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor**. Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive**. This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications**. The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination**. The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices**. Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

SAMPLE

EXHIBIT III
SAMPLE CONTRACT/AGREEMENT continued

Contractor:
Name
Address

City: _____, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: _____@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

_____
Name of Contractor

BY_____

_____
Print or Type Name

TITLE_____

CITY OF NEWPORT NEWS, VIRGINIA

BY_____

_____
Print or Type Name

TITLE_____

SAMPLE

EXHIBIT A
PAYMENT

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

ATTACHMENT B

CITY OF NEWPORT NEWS, VIRGINIA
OFFICE OF PURCHASING
2400 Washington Avenue
Newport News, VA 23607
www.nnva.gov/purchasing
(757) 926-8721

CONTRACT SUMMARY / CONTRACT RENEWAL

Vendor

ROBERT HALF INTERNATIONAL INC
THE CREATIVE GROUP, RH LEGAL
2613 CAMINO RAMON
SAN RAMON, CA 94583
Vendor Number 10159

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	**21-1160-04**
Department	**HUMAN RESOURCE**
Contract Officer	**Barachiah E. Gonzale** gonzalesbe@nnva.gov
Start:	**01/15/2021**
Current Term End:	**12/31/2025**
Final Option End:	**12/31/2025**

CONTRACT DESCRIPTION

TEMPORARY SERVICE WORKERS

CONTRACT DETAILS

NOVEMBER 14, 2024

CONTRACT RENEWAL

THE CITY IS EXERCISING THE FINAL RENEWAL OPTION YEAR FOR THE ABOVE REFERENCED CONTRACT THROUGH DECEMBER 31, 2025. THE CITY IS ELECTING TO ALIGN ALL TEMPORARY SERVICES CONTARCTS. THEREFORE THE CURRENT EXPIRATION DATE HAS MOVED FORWARD. THE RENEWAL IS ISSUED UNDER THE SAME TERMS AND CONDITIONS OF THE INITIAL CONTRACT.

PLEASE CONTACT THE CONTRACT OFFICER NOTED ABOVE WITHIN 7 DAYS OF RECEIPT OF THIS RENEWAL DOCUMENT IF YOUR FIRM DOES NOT ACCEPT THE RENEWAL.

ALL CONTRACT MODIFICATION REQUESTS MUST BE SUBMITTED TO THE CONTRACT OFFICER IN THE OFFICE OF PURCHASING FOR CONSIDERATION, AND EXECUTION WHERE NECESSARY.

A BLANKET PURCHASE ORDER OR INDIVIDUAL PURCHASE ORDERS WILL BE ISSUED WHEN GOODS AND SERVICES ARE REQUIRED BY THE CITY.

THE PRIMARY USER OF THE CONTRACT IS THE DEPARTMENT OF HUMAN RESOURCES. HOWEVER, SERVICES MAY BE UTILIZED BY OTHER DEPARTMENTS WHEN APPROPRIATE.

PRIMARY DEPARTMENT CONTACT: ROSLYN GERVIN, GERVINRL@NNVA.GOV, 757 926 1817.

CONTRACTOR CONTACT: SAVANAH CRAWFORD, SAVANAH.CRAWFORD@ROBERTHALF.COM, 757-624-1100.

By: _____
Gary W Sightler, Purchasing Agent

REV 2024-03-25

Exhibit B:
Insurance Requirements
(Staff Augmentation)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, **$1,000,000** aggregate.

5. **Crime/Fidelity Bond** – Insurance no less than **$1,000,000** per occurrence, covering all officers and employees, for loss of proceeds caused by dishonesty.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's CGL, automobile Liability, and Worker's Compensation insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's CGL, Automobile Liability, and Worker's Compensation insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required of the underlying policies, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's CGL, Automobile, and Worker's compensation policies and any umbrella policies following those policies form are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) days written notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation for the CGL, Automobile and Worker's compensation insurance policies. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

REV 2024-03-25

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main St, 3rd Floor – HR
Stockton, CA 95202