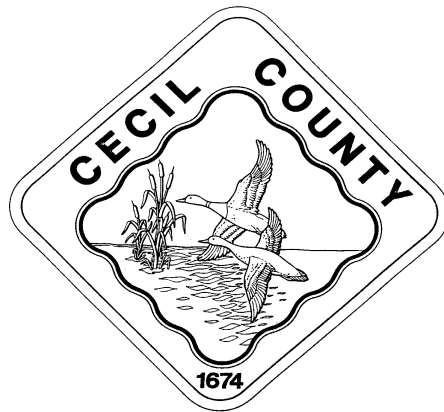


REQUEST FOR PROPOSAL



TEMPORARY STAFFING SERVICES for CECIL COUNTY, MARYLAND

Solicitation No. RFP-22-12

DUE DATE: October 20, 2021 TIME: 1:30 P.M.

BIDS@CCGOV.ORG

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (<https://www.ccgov.org/government/purchasing>) to obtain amendments once they have downloaded a solicitation.

Pre-Proposal Informational Conference: NONE SCHEDULED

Cecil County, Maryland
200 Chesapeake Blvd.
Elkton, MD 21921
PurchasingOffice@ccgov.org

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SECTION 1 - Purpose

Cecil County, Maryland is requesting proposals and/or presentations for **TEMPORARY STAFFING SERVICES** according to Chapter 92 of the Cecil County Code and specifications as stated within the Scope of Work from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

SECTION 2 - Objective

The objective of this Request for Proposal (RFP) is for Cecil County, Maryland to select a **VENDOR** for the Temporary Staffing Services as described in the specifications attached and any Federal, State and Local requirements. It is the intent of the Cecil County, Maryland to execute an agreement with the most qualified team that presents an economically viable proposal. To that end, Cecil County, Maryland supports and encourages the formation of teams that maximize the qualifications of the respondents in all aspects. The composition of the Respondent's team or team configuration shall be clearly defined and stated within the proposal. The vendor shall be selected according to **Best Value** as determined by a select County Committee.

SECTION 3 - Inquires

3.01 All inquiries, questions, etc. concerning the RFP shall be forwarded to Purchasing Office by e-mail PURCHASINGOFFICE@CCGOV.ORG or by mailing requests to the Cecil County, Maryland, 200 Chesapeake Blvd. Attn: Purchasing, Elkton, Maryland 21921.

3.02 *All questions shall be in writing and in the following format.*

Sender Name/Title:			
Sender Company:			
Sender Mailing Address:			
Sender Phone:			
Sender Email:			
Sender Questions:			
Question	RFP Section	Paragraph #	Line #

3.03 Only answers provided in writing by the County shall be considered official. Information in any form other than the materials constituting this RFP, the Question-and-Answer Document, and any RFP Addendum, shall not be binding to the County.

3.04 Any changes to the RFP will be in writing, documented and forwarded to all known participating Contractors of the RFP as soon as possible and posted on the County's website. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

3.05 Questions must be received by **3:00 p.m. on October 13, 2021**

SECTION 4 – Submittal Requirements

- 4.01 Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner **RFP-22-12 Temporary Staffing Services** no later than **1:30 PM on October 20, 2021**. No proposals will be accepted after 1:30 p.m.
- 4.02 All proposals shall be submitted electronically to BIDS@CCGOV.ORG. or delivered by UPS, FEDEX, or USPS or any commercial carrier of your choice.
- 4.03 The electronic time and date stamp will serve as the verification of the submittal requirement.
- 4.04 *Hand delivery of proposals will not be accepted.*
- 4.05 All proposal material submitted will become the property of Cecil County, Maryland. The only information available after the proposal opening will be the names of the Contractors submitting proposals, proposal opening is closed to the public. No facsimile of proposals will be accepted.
- 4.06 ELECTRONIC SUBMITTAL PROCESS - The cost of preparing Bids is the responsibility of Bidders.

To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: BIDS@CCGOV.ORG. The Bid Number should be referenced in the Subject Line of the e-mail.

DO NOT CARBON COPY (CC) the Purchasing Agent or Purchasing Office on bid submission.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

After submitting a Bid to BIDS@CCGOV.ORG, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described above, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

SECTION 5 – Scope of Work

5.01 **PURPOSE OF RFP**

Cecil County is seeking to contract with qualified Temporary Staffing Agencies with expertise in expeditiously sourcing, screening, and providing quality candidates to fill temporary staffing needs for a diverse range of job categories, including:

- Administrative/Clerical
- Customer/Community Services
- Finance/Accounting
- General Labor/Maintenance
- Professional/Management Services
- Technical
- Planning/Program/Project Management

A list of categories and associated job titles has been provided in Exhibit A of this RFP.

5.02 **CONTRACT INTENT**

Because the resulting contract(s) will be on an as needed basis, there will be no guarantee of any expenditure on any of the resulting Contract(s). All work under the Contract will be fulfilled utilizing the Request for Services Process detailed in Section 5.03 of this RFP. All work performed for the County will be billed as rendered and approved by the County. All work performed for a Participant(s) will be billed as rendered and approved by the Participant(s).

The County reserves the right to periodically release this RFP for Temporary Staffing Services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with existing Contract(s) will not be required to respond to the RFP which may occur during the term of their contract.

5.03 **REQUEST FOR SERVICES PROCESS**

When the County or Participant (hereafter “Requestor”) identifies a need to acquire temporary staffing services in a category under the Contract, a Request for Services form (Exhibit B) will be completed by Requestor. This form will detail the specific position requirements, desired start and end date, description of assignment, critical skills needed, and may include additional information based upon the Shared Services requirements. Upon completion, the Request for Services form will be submitted to the Contractor(s) providing services in the needed staff category.

In response to the Request for Services, Contractor(s) will provide resumes for quality, pre-screened candidates that they have determined to meet the requirements of the Requestor, along with the associated staffing rates for each as established in the Contract, to the individual identified in the Request for Services within the specified time period, typically two (2) business days. The Requestor will then review the resumes and make a selection based upon their own internal processes.

5.04 PRE-EMPLOYMENT CHECKS

The Contractor(s) must conduct pre-employment checks, including a criminal background check and drug test, on all temporary staff that will provide services to the County. The “pass/fail” results of the background check and drug screen must be provided to the County in writing prior to the start date for any selected temporary staff person.

- a. The criminal background check must, at a minimum, include an investigation for, and review of, any state and federal felony convictions; misdemeanor convictions; and any pending deferred adjudications for the seven years prior to the effective date of the temporary assignment pursuant to which such individual is providing services. Criminal background checks that are older than 3 months at the time of selecting a temporary staff person must be updated.
- b. The drug screen must test for: Amphetamines, Barbiturates, Cocaine, Cannabinoids, Methaqualone, Opiates, Phencyclidine, Benzodiazepines, Methadone, and Propoxyphene.
- c. The County will not allow any temporary staff to perform services that have a felony criminal record or that failed such a drug test. The County may allow temporary staff with a misdemeanor criminal record to perform services only upon disclosure of and approval by the County.

Participant(s) Requirements: The Contractor(s) must provide available options in order to allow Participant(s) to select preferred level of screening when conducting pre-employment checks, including federal, state and county criminal background check options and drug tests or requirements set forth by the Department of Transportation (DOT), when applicable. At a minimum, the “pass/fail” results of the background check and drug screen may be requested by Participant(s) and should be provided in writing for any selected temporary staff person.

Participant(s) may request additional checks based on the type of staff person being requested or governmental requirements as part of their Request for Services. Contractor(s) will be responsible for the cost of all required pre-employment checks, unless otherwise defined in the proposal.

5.05 CONTRACT MANAGEMENT AND REPORTING

The Contractor(s) will be required to track and report to the County on temporary staffing activities related to the Contract(s). The Contractor(s) will be required to provide management reports to the County on a quarterly basis. Examples of management reports include, but are not limited to:

- Candidate Reports (candidate, start date, location, costs, etc.)
- New Engagement Reports (new engagements in reporting period)
- Billing/Invoice Reports (regular overview of billings for the reporting period)
- Timecard Reports (regular overview of all time logged for reporting period)

5.06 SUBSEQUENT EMPLOYMENT

The County acknowledges that Contractor(s) incur expenses recruiting temporary staffing employees. The County may hire the Contractor(s) temporary employee at no additional cost once the temporary employee has worked a minimum of five hundred (500) cumulative hours for the County. If the temporary employee has not worked the minimum hours required, the County agrees to pay a flat rate release fee of \$300.00.

SECTION 6 – General Information

6.01 QUESTIONS/ADDENDUM

- (a) Bids/Proposals are subject to change in the form of an addendum. It is the bidders' responsibility to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.
- (b) All questions should be asked no later than seven (7) calendar days in advance of the bid. All questions must be in writing and submitted to purchasingoffice@ccgov.org.
- (c) Addenda are posted on the County website at www.ccgov.org under Government – Purchasing at: www.ccgov.org/government/purchasing at least five (5) calendar days before bid opening.

6.02 MARYLAND REGISTRATION/QUALIFICATION REQUIREMENTS

- (a) The Bidder must be in compliance with the laws regarding conducting business in the State of Maryland.

All Bidders shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Bidder is in good standing with the State of Maryland. See: <https://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx> for information on obtaining the Certificate of Status. Certificates are not available for

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trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of bidders. For more information on the Certificate of Status please see <https://dat.maryland.gov/Pages/sdatforms.aspx>.

- (b) All bidders shall provide a copy of current license for State of Maryland.
- (c) Cecil County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation could result in the bid being rejected.

6.03 PUBLIC INFORMATION ACT (PIA)

Cecil County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.

Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.

6.04 COOPERATIVE PURCHASE

The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

6.05 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

6.06 AFFIRMATIVE ACTION POLICY

In accordance with Cecil County's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the VENDOR, for themselves, their assignees, and successors in interest, agrees to comply with all federal, state and local non-discrimination regulations.

6.07 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

6.08 LICENSES AND CERTIFICATES

The County reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. It shall be the sole responsibility of the awarded contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

6.09 TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (Cecil County designated area). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

6.10 OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall be transferred to the County upon completion of the contract, or when requested by the County.

6.11 CONTRACT CONDITIONS

The terms and conditions on the reverse side of the County Purchase Order shall become part of the contract. The Contract shall be governed by the laws of the State of Maryland.

6.12 REVISIONS TO RFP

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms who notified Cecil County Purchasing Office of their interest in this RFP and have provided the County with an address.

6.13 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful vendor will become a part of any contract awarded as a result of these specifications.

SECTION 7 - Responsibilities of the Successful Vendor/Contractor

All required permits shall be obtained and paid for by the VENDOR, except those listed below, which have been obtained by the County and are hereby made a part of this Contract.

7.01 VENDOR/CONTRACTOR'S RESPONSIBILITY

It shall be the VENDOR's responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the VENDOR of his responsibility to perform such work.

The selected vendor will be required to assume sole responsibility for the complete effort as required by the RFP.

7.02 RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the VENDOR to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or

materials usually furnished or necessary for the completion or proper functioning of the equipment, it will be included by the vendor without extra payment.

7.03 APPROXIMATE QUANTITIES

The VENDOR's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the VENDOR but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are approximate only and have been used by the County as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Contract. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the VENDOR, in making up and/or submitting his proposal or proposal relies upon the accuracy of said estimated quantities, does so at his own risk.

SECTION 8 - Responsibilities of the County

8.01 INSPECTION

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for completion of the project.

8.02 METHOD OF PAYMENT

All invoices shall be reviewed and approved by a VENDOR's representative and the County's representative before submission. All invoices must be submitted to:

Cecil County, Maryland
200 Chesapeake Blvd.
Attn: Human Resources
Elkton, MD 21921

All invoices will be Net 30 and if time frame for completion is over thirty (30) days, payments and invoices shall be equally submitted every thirty (30) days and the final payment upon final acceptance of the final product.

8.03 CLAIMS

Should the VENDOR believe that it is entitled to any additional compensation; the VENDOR shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

8.04 ANNULMENT OF CONTRACT

Should the VENDOR fail to fully satisfy the customer, or to comply with orders of the County, or to perform anew such work that has been rejected as defective and unsuitable, or if the VENDOR shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County's convenience.

8.05 CLAIMS AND DISPUTES

To present claims and disputes, the exclusive procedures for the prosecution and resolution of all claims and disputes under the Contract which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

As used herein, "claim" means a written demand or assertion by the Contractor seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. The term "claim" also includes any dispute the Contractor may have as to any relief the County is requesting against the Contractor.

- Prompt Notice of Claim or Dispute – Should the Contractor be of the opinion, at any time, that it is entitled to any additional time and/or compensation whatsoever exceeding the compensation stipulated in the Contract in the form of damages, losses, time, costs and/or expenses, alleged to have been sustained, suffered or incurred by it in connection with the project, the Contractor shall, within ten (10) days of the event that gives rise to the claim and prior to incurring any costs for which it may claim a right to additional compensation, deliver a written notice of claim to the Project Manager with an itemized statement of the factual and contractual details giving rise to the claim or dispute, the relief sought (e.g. the amount of monetary claim or time extension requested, etc.) and copies of supporting documents relating to each such claim including, but without limitation the time (substantiated by a time impact analysis), damage, loss, cost and/or expenses purportedly incurred and requested, and unless such notice, claim and statement shall be thus made and delivered, in each instance, as set forth herein, the Contractor's claim for such additional time and/or compensation shall be held and taken to be invalidated and forever and unconditionally waived and released, and it shall not be entitled to any compensation or time whatsoever on account of such alleged claim of time, damage, loss, cost and/or expense. Reasonable extension of the thirty (30) calendar day period set forth above may be granted by the Project Manager, at the Project Manager's sole discretion, upon receipt of a written request for such extension from the Contractor, accompanied by sufficient proof of its inability to obtain statements and/or other details due to circumstances beyond its fault or control.

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The conditions of this section shall be held and taken to constitute a condition precedent to the right of the Contractor to prosecute a claim and recover additional time, cost or other relief under the Contract notwithstanding any provisions of the Contract Documents to the contrary. These provisions shall also apply to all claims by the Contractor in any way arising out of or relating to the complete project or portions of the project, even though claims and or work involved may be regarded by the Contractor as being outside the Contract.

It is further understood and agreed, however, that nothing in this section shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the County under the Contract Documents.

- Initial Review of Claim or Dispute – Claims and/or disputes shall be reviewed and resolved in a timely manner, which shall depend upon the complexity and circumstances of the claim(s).

Upon receipt of a Contractor's claim, the Division Head supervising the project ("Division Head") shall investigate and review the facts pertinent to the claim and may request additional information from the Contractor. The Contractor shall fully and completely respond to all such requests for additional information within five (5) business days from its receipt of any such written request for additional information or be deemed to have forfeited its right to recovery of additional time or costs in connection with the claim or dispute.

Subject to approval by the reviewing authority, and consistent with the budget and applicable law, the Division Head may resolve the claim in whole or in part; or deny the claim in whole or in part.

Any claims that are denied in whole or in part, unless otherwise waived by the Contractor, must be appealed in writing, including the title "Dispute to Claim Response" with the project name and bid number, by the Contractor to the Project Manager within thirty (30) days of the date of a written denial being issued by the Division Head as a condition precedent to the Contractor's right to further prosecute the claim.

- Review by the Director of the Applicable Department – Claims and/or disputes appealed to the Director of the applicable Department ("Director") shall be reviewed and resolved in a timely manner, which shall depend upon the complexity and circumstances of the claim(s).

Subject to approval by the reviewing authority, and consistent with the budget and applicable law, the Director shall have all of the authority and powers to determine disputes that are not resolved by the Division Head.

Disputes and/or claims that are not resolved and/or settled by the Director to the satisfaction of the Contractor may be reserved by the Contractor for final review by the Director of Administration by giving written notification, including in the title

“Dispute to Claim Response” with the project name and bid number, to the Director of Administration within thirty (30) days of the date of the written decision of the Director, with such thirty (30) days written notification being a condition precedent to the Contractor’s right to further prosecute the claim or dispute.

- Review by the Director of Administration – The Director of Administration shall act as the Hearing Officer and shall hold one (1) administrative hearing on the record at the conclusion of the work on the Contract to resolve any and all claims and/or disputes, which have been timely appealed to the County Administrator, pursuant to these procedures. The Contractor and the County shall each be afforded an opportunity to offer evidence in support of their respective positions. The decision of the Director of Administration shall be final and conclusive but shall be subject to review on the record by a court of competent jurisdiction pursuant to *Title 7, Chapter 200 of the Maryland Rules (Judicial Review of Administrative Agency Decisions)*.

- Performance During Dispute – Unless otherwise directed by Cecil County, Maryland, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

-Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Cecil County, Maryland shall constitute a waiver of any right or duty under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under.

SECTION 9 - Insurance Requirements

9.01 **WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

- a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (**receipt of Certificate of Insurance naming the Cecil County, Maryland as an “Additional Insured”**).

9.02 BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

All vendors or contractors who perform any type of work or service on Cecil County, Maryland property or in areas where the County is responsible or liable must maintain such insurance coverage(s) as determined by the County to protect the County's interest(s). The following coverage and amount are generally required, but the County reserves the right to modify these requirements at its discretion or reject any insurance policies which do not meet these criteria.

- General Liability Insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding or limiting products/completed operations, contractual liability, or cross liability. The County must be named insured, and a certificate of insurance must be provided.
- Workman's Compensation Insurance at minimum Maryland Statutory Limits.
- Business Auto (includes trucks) Liability insurance not less than \$1,000,000 per occurrence for all leased, owned, non-owned and hired vehicles when vehicles are utilized to perform the work or services required by the County.

The Contractor shall provide a **Certificate of Insurance** naming the *Cecil County, Maryland as an Additional Insured* and showing the levels of Worker's Compensation and all Liability Coverage. "No purchase order will be released until a valid certificate(s) of insurance evidencing all required insurance coverage and documentation is provided to the Purchasing Office.

Professional liability insurance is applicable and required for each contract involving professional or technical services as defined in Chapter 92 of the Code of Cecil County. This includes, but is not limited to services provided by accountants, architects, actuaries, engineers, lawyers, and physicians. All contractors performing services for Cecil County, Maryland are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation.

SECTION 10 - Compliance with the RFP

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

SECTION 11 - Prosecution of Work

After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the Contractor neglects or fails to work continuously on all acceptable working days, the Executive of

Cecil County through the Cecil County Administrator may terminate the Contract and use any method that he deems necessary to complete the Contract.

SECTION 12 - General Conditions

12.01 REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP

Any ambiguity, conflict, discrepancy, omissions, or other error/s discovered in the RFP must be reported immediately to the Cecil County, Maryland, Attn: Purchasing Agent, 200 Chesapeake Blvd., Elkton, Maryland 21921 (purchasingoffice@ccgov.org) in writing and a request made for modifications or clarification.

All changes to RFPs will be made in writing (addendum) and posted on the County's website. Vendor/Contractors are responsible for clarifying any ambiguity, conflict, discrepancy, omission, or error in the RFP prior to submitting the proposal or it shall be deemed waived.

12.02 IMPLIED REQUIREMENTS

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Vendor/Contractor, must be included in the proposal.

12.03 PROPOSALS AND PRESENTATION COSTS

The Cecil County, Maryland, or its agencies, is not liable in any way for any costs incurred by the vendors in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

12.04 EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.**

12.05 REQUESTS FOR CLARIFICATION

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the VENDOR's proposal.

12.06 VALIDITY OF PROPOSALS

All proposals shall be valid for one hundred eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in

modifications to the RFP, then one hundred eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the VENDOR and Cecil County, Maryland.

SECTION 13 - Proposal Submittal

13.01 REJECTION OF PROPOSALS

The Cecil County, Maryland or its agencies reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any Vendor/Contractor determined to be non-responsive in accordance with the Code of Cecil County, Section 92 and requirements set within this RFP. Unreasonable failure of a Vendor/Contractor to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

13.02 MANDATORY REQUIREMENTS

All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. All information that is specifically requested is considered to be a mandatory requirement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonable acceptable for award.

13.03 SUBMITTAL REQUIREMENTS

Proposals shall include all the information required by the Request for Proposal and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals shall be submitted for mail or express delivery in a sealed envelope addressed to:

Cecil County, Maryland
Attn: Purchasing
200 Chesapeake Blvd.
Elkton, Maryland 21921

The VENDOR's name and address shall appear in the upper left-hand corner of the proposal envelope with the job name and contract number appearing in the lower left-hand corner of the envelope. The VENDOR shall submit minimally one (1) original, one (1) copy and one (1) electronic copy (PDF copy on disc or thumb drive) of the proposal when *not* submitting electronically.

If submitting electronically, hard copies are not required.

Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County, Maryland.

13.04 **PROPOSAL SUBMITTAL FORMAT**

The information provided herein is intended to assist Proposer(s) in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Proposer(s) with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Proposer(s) are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

Business Plans must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab A Cover Letter – The letter of transmittal must be limited to two pages, and must contain:

1. Proposer's name and any assumed names
2. Physical and mailing address
3. A brief statement of the Proposer's understanding of the work to be done and summary of its Proposal.
4. The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Proposer.
5. A statement that the Proposal will remain in effect until a contract has been finalized and a Purchase Order has been issued by Cecil County, Maryland to the Awarded Contractor(s).
6. Signature of person(s) authorized to legally bind the Proposer.

Tab B Technical Proposal – this section should constitute the major portion of the proposal and must contain a specific response to items identified in the proposal.

1. Description of the categories for which the Proposer is able to provide staffing services. In responding, please use the categories identified in Section 5.01 of this RFP.
2. Description of the Proposer's process for recruiting and maintaining a network of quality candidates for the County's consideration.
3. Description of the Proposer's process for responding to Request for Services.
4. Description of any assessment tools and testing used to qualify temporary staff.

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5. Description of the Proposer's measurement of customer satisfaction. Provide examples of the Proposer's customer satisfaction surveys and describe how the results are incorporated in staff development and organizational change management.
6. Description of the Proposer's process for administering Pre-Employment Checks as outlined in this RFP.
7. Description of any automated systems the Proposer utilizes to facilitate fulfillment of services under this RFP.
8. Description of the invoicing process used by the Proposer. Contractor(s) will be required to provide confirmation to the County or Participant(s) prior to temporary staff start date that includes the following: name of employee, billing rate for staff and hourly rate to be received by temporary staff. Proposer(s) should provide example of invoices, if possible.
9. Description of the Proposer's proposed solution to track and report on temporary staffing performance and requests for additional ad hoc reports, as requested. Proposer should provide examples of standard reports they are able to provide, being sure to specifically address those noted in this RFP.
10. Description of how the Proposer will provide regular follow-up on temporary positions that have not been filled or require replacement temporary staff.
11. Description of procedures in place to recover technology items from temporary staff. For example, recovery of computers, equipment, access badges, etc. Please note that the staffing agency is responsible for any items not returned to the County or Participants at the end of the job assignment.
12. Any assumptions made in responding to the requirements.
13. Any exceptions to requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated term and conditions unless County accepts identified exceptions of the Proposer.
14. Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.

Tab C Qualifications and Experience – Proposer(s) must provide information to indicate that it has the experience to provide the products and/or services requested in the RFP. Specifically, the Proposer is to provide:

1. An overview and brief history of the Proposer, and a description of what uniquely qualifies the Proposer for this service.
2. Detailed information for the Proposer that directly relates to the services being proposed.

Examples include, but are not limited to:

- a. Metrics to show client and employee satisfaction

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- b. Any awards including participation in “Best of Staffing” Program
 - c. Internal staff turnover rate
 - d. Any training provided to temporary staff pool
 - e. Average time to fill position
3. A description services the organization has provided in the past five years that demonstrates the Proposer’s capability to provide the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Where possible, focus should be placed on relevant experience with governmental entities.
 4. A summary listing of judgements or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against Proposer. If applicable, include an explanation(s). If none, so state.
 5. Provide information on any claim submitted by any client against the Proposer within the past two years related to the services provided by the Proposer or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 5% of the Proposer’s fee for the services provided. If none, so state.

Tab D References – Include at least three (3) references for customers who have used services in the past two (2) years that are similar to those requested by the County. Please include the organization’s name, address, phone number and a contact person for each reference. The County reserves the right to contact or visit any of the Proposer(s)’s current and/or past customers to evaluate the level of performance and customer satisfaction.

Tab E Key Personnel – Attach resumes for all managers, supervisors, and other team members who will be involved in the management of the delivery of services under the RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with the County and Participant(s) project management and team personnel. Designate specific contact person(s) for the following: procurement process, negotiating potential contracts, conducting presentations/interviews and who will be the primary point of contact for receiving Requests for Services from the County or Participants.

Tab F Required Documents

- A. Completion of Attachments 2, 3, 4, 5, 7, and 8
- B. Certificate of Insurance (see section 9)

Tab G Miscellaneous – Miscellaneous additional information and attachments, if any, may be submitted by the Contractor(s).

- 13.05 COST PROPOSAL – The Cost Proposal provided as Attachment #3 of this RFP shall be completed and submitted in a **separate sealed envelope**.

SECTION 14 - Evaluation of Proposals and Award

14.01 QUALIFICATIONS BASED SELECTION

Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of the County. All reasonable efforts will be made by the County to avoid prejudice to any Contractor.

The County is not liable for any cost incurred by the consultant in the preparation or presentation of the proposal.

14.02 EVALUATION COMMITTEE

All submissions in response to this RFP will be evaluated in a manner consistent with the Cecil County, Maryland's applicable rules and policies.

First, nonresponsive submissions (those not conforming to RFP requirements) will be eliminated. Second, the remaining submissions will be evaluated in a cursory manner to eliminate from further consideration those submissions which, in the judgement of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. The Cost Proposal review will take place after review of all other requirements outlined in 14.05 Criteria Factors.

Each Proposer bears sole responsibility for the items included or not included in the response submitted by the Proposer. The County reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

Finalist Proposer(s) submissions will be selected for detailed review and evaluation, including oral presentation, if necessary. The County reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

The County may award a contract based on initial submissions received without discussion of such submissions with Proposer(s). Accordingly, each initial submission should include the most favorable price and service available.

The County also reserves the right to request a best and final offer to the Proposer(s) who provides the best fit for the County's proposal requirements. Preference will be given to those Proposer(s) who are able to provide staffing for a wide range of categories and positions within a category.

The ranking of respondents, and out briefs will not be provided by the County.

14.03 DISCUSSIONS

Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one (1) Vendor/Contractor be discussed or identified in any part with a separate Vendor/Contractor.

During discussion a Vendor/Contractor may modify their proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to withdraw without approval of the proper County authorities.

If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made, and all Vendor/Contractors shall be notified of the change/s and be given the chance to modify their proposal accordingly.

14.04 ORAL PRESENTATION

As indicated above, discussions and oral presentations may be held. If Oral Presentations are required, the selected best two (2) Vendor/Contractor's may be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County, Maryland to meet the Vendor/Contractor's key personnel
- To allow the Vendor/Contractor's to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Vendor/Contractor will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation. Upon completion of the oral presentations, the County will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

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14.05 CRITERIA FACTORS – The criteria to be used to evaluate submissions are as follows:

Criteria Factors	Proposal Section	Description	Percent
Business Plan	Tab B & Consideration of Tab A	Points will be awarded for required components of response for the sections identified, with 40% as a maximum total possible point	40%
Experience, References, Key Personnel	Tabs C, D, and E	Points will be awarded for required components of response for the sections identified, with 35% as a maximum total possible percentage points.	25%
Cost Proposal	Section 13 – 13.05	Points will be awarded based upon responses to the Cost Proposal with 20% as a maximum total possible percentage points. Cost Proposals will be reviewed after consideration of all other requirements.	30%
Overall Quality	Entire Document & Consideration of Tabs F, G, and H	Points will be awarded on the basis of the quality of writing, quality of responses to required items, overall proposal presentation, and adherence to Tab F, Required Documents, with 5% as a maximum total possible percentage points.	5%

Evaluation will be based upon each proposal’s ability to effectively address the program elements outlined above.

SECTION 15 - Final Selection and Award

15.01 BASIS OF AWARD

The Contract may be awarded to the selected responsible vendor whose proposal complies with all the requirements prescribed and considered **Best Value** to the County as interpreted by the review committee. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To ensure fair competition and to permit a determination of the lowest vendor, unresponsive proposal or proposal obviously unbalanced may be rejected.

The County also reserves the right to negotiate further with one (1) or more of the bidders as to any features of their bids and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County, Maryland.

Any CONFIDENTIAL or PROPRIETARY information shall be identified within their proposal.

15.02 NEGOTIATIONS

The Contract may be awarded to the selected responsible Contractor whose proposal complies with all the requirements prescribed. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. The County also reserves the right to negotiate further with one or more of the bidders as to any features of their proposal and to accept modifications of the work and proposal prices when such action will be to their best interests and is desirable. During the RFP process, Price Negotiations may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

All contracts are contingent upon budgetary constraints.

15.03 FINAL SELECTION

Based on its evaluation of the proposals, the Evaluation Committee will make a recommendation to Cecil County, Maryland for the award of the contract to the responsible VENDOR whose proposal is determined to be the most advantageous to Cecil County, Maryland, considering both technical and financial factors, to include any final proposals as set forth in the RFP.

15.04 METHOD OF AWARD

- The County reserves the right to reject any or all proposal for any reason in whole or in part that are received in response to this RFP.
- The Contract shall be awarded or rejected within one hundred eighty (180) days from the date of opening proposal.
- If the vendor to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled, and the Contract awarded to the second selected vendor or the County may reject the entire proposal as their interest may require.

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- The award will be made to the vendor whose proposal is determined to be professionally and technically correct. The selection process, may, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per terms of this proposal.
- The County reserves the right to award the contract not necessarily to the vendor with the lowest price, but rather to the vendor that demonstrates the best ability to fulfill the requirements of the RFP (**BEST VALUE**).
- Cecil County, Maryland intends that the awarded Contractor will perform the work commencing upon the date specified in the Notice to Proceed or notification letter and terminate upon completion of the project unless terminated by the County with the delivery of written notification of contract termination.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

15.05 NOTICE TO PROCEED

A Notice to Proceed will be sent Certified Mail to the Contractor by the Cecil County Purchasing Office. Contractors shall proceed within ten (10) calendar days after receipt of such notice. Failure to proceed within the ten (10) calendar day period may result in Cecil County, Maryland terminating the Contract Agreement.

SECTION 16 - Proposal Protest

Any party who feels the proposal process has not meet the guidelines as stated within the Code of Cecil County Maryland or as outlined within the proposal may submit a protest in accordance with the guidelines as stated within the Code of Cecil County Maryland, Chapter 92, Purchasing. These guidelines are available upon request at the Purchasing Office or on the Cecil County Maryland Website (www.ccgov.org). Any questions concerning the purchasing process, or this proposal should be forwarded to Cecil County Purchasing Agent at ckamit@ccgov.org.

SECTION 17 - Award and Term

17.01 Upon completion of the evaluation process, Cecil County may award the contract to the Proposer(s) whose submission(s) is determined to be the most advantageous to the County or Participant(s). The County reserves the right to award in whole and in part, by item or groups of items, by section or geographic area, or make multiple awards, where such action services the County or Participant(s) best interest. Multiple awards may be made to Proposer(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP.

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17.02 All contracts extending beyond the County's fiscal year (June 30th annually) shall be subject to budget appropriation. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible date and contract termination shall be coordinated.

17.03 CONTRACT TERM

Cecil County, Maryland intends to contract with one or more qualified Proposer(s) based upon qualifications of the Proposer(s) and the categories of services it is able to provide. This will create a pool of Contractor(s) able to provide the necessary temporary staffing services, as required. The selected Proposer(s) will enter into an agreement at date of execution until June 30th annually. At the end of the initial contract year, and at the discretion of the County, the Contract(s) may be extended on an annual basis for up to three (3) years at one-year increments.

Because the resulting contract(s) will be on an as needed basis, there will be no guarantee of any expenditure on any of the resulting Contract(s). All work under the Contract will be fulfilled utilizing the Request for Services Process detailed in Section 5.03 of this RFP. All work performed for the County will be billed as rendered and approved by the County. All work performed for a Participant(s) will be billed as rendered and approved by the Participant(s).

The County reserves the right to periodically release this RFP for Temporary Staffing Services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with existing Contract(s) will not be required to respond to the RFP which may occur during the term of their contract.

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ATTACHMENT #1
REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County, Maryland for "**RFP-22-12 TEMPORARY STAFFING SERVICES**" as described in the proposal package, will be received from qualified Vendor/Contractors up to **1:30 PM on October 20, 2021**. Individual packages shall be marked in the lower left corner: **RFP-22-12 Temporary Staffing Services**.

Packages delivered prior to the RFP opening shall be shipped to the Cecil County, Maryland, 200 Chesapeake Blvd. Attn: Purchasing, Elkton, MD 21921 via commercial carrier.

No hand delivery's will be accepted.

Additional specifications and/or instructions may also be obtained by emailing PurchasingOffice@ccgov.org. Cecil County, Maryland reserves the right to reject any or all proposals and to waive technicalities.

All questions or discussions concerning this proposal, proposal documents, specifications, etc., shall only be coordinated through the Purchasing Office.

Submittal of proposals shall be submitted to BIDS@CCGOV.ORG. Your date and time stamp on your electronic submission shall serve as verification for submittal deadline requirement. Proposal packages are provided as a .pdf document for all Contractors to download at no-charge from the County's website at ([Current Projects | Cecil County \(ccgov.org\)](#)). The County's website does not track who downloads any of the documents. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County webpage. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office concerning this or any other County proposal, RFP, solicitation, or quote, including downloads from the County website. Contractors are directly responsible for obtaining updates, changes, or addendums either from the updated webpage or by contacting the Purchasing Office.

Upon request, the Purchasing Office will provide Contractor lists **to requesting parties** for all solicitations published unless a Contractor provides **a written request barring the disclosure of their information prior to specific proposal award**.

By: Connie S. Kamit
Purchasing Agent
Cecil County, Maryland

ATTACHMENT #2
CERTIFICATION OF VENDOR'S QUALIFICATIONS

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland Construction Firm License or required applicable license shall be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: Temporary Staffing Services
2. Contract No.: RFP #22-12
3. State of Maryland Construction Firm License No.: _____
4. Name of Vendor: _____
Address: _____

When Organized: _____
Where Incorporated: _____
Foreign Business No. (if applicable): _____
5. Has the Vendor paid any sales tax on the equipment to be used on the project? Yes _____
No _____
6. How many years has the bidder been engaged in this business under your present firm name?

7. Have you ever refused to sign a contract at your original RFP/Bid?
Yes _____ No _____
8. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
9. Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require? Yes _____ No _____
- 10 Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
11. Has the vendor or firm ever been disbarred, suspended, or otherwise prohibited from doing work with the federal Cecil County, Maryland. Yes _____ No _____
(If yes, explain _____)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this _____ day of _____, 20_____.

DUNS # _____

(Name of Bidder)

By: _____

Title: _____

ATTACHMENT #3

**COST PROPOSAL
SOLICITATION #RFP-22-12**

The cells highlighted in yellow are for data entry. Please DO NOT make changes to any other cells. Any such modifications may result in the disqualification of a price proposal at the sole discretion of the RFP evaluation team.

The workbook contains three (3) separate worksheets in addition to this instructional page:

- 2 – Base Price Proposal.
- 3 – Market Basket Price Sheet.
- 4 – Market Basket Job Description.

The following instructions are to be used when completing the Cost Proposal worksheet within this workbook. Should you have any questions, comments, or need clarification regarding this workbook, please contact:

Contact: Connie S Kamit
E-mail: purchasingoffice@ccgov.org

Worksheet	Instructions
2 – Base Price Proposal	For each cell highlighted in yellow, provide a fixed cost for the requested fee in the requested format. For Proposed Markup Fee, provide the amount in a percentage (%) of the total base staffing rate, that the Proposer will charge above and beyond the base staffing rate for each temporary staff member engaged based on the categories provided. For Proposed Conversion Fee, provide a fixed cost in dollars (\$) that the Proposer intends to charge for conversion of the engaged temporary staff member to permanent employment based on the categories provided.
3 – Market Basket Price Sheet	For each cell highlighted in yellow, provide a fixed cost for the base staffing rate to be charged for the position requested based on the job descriptions provided in Worksheet 4. The cost provided should NOT include the Proposed Markup Fee but should reflect the total base cost for the position being requested based on the requirements in the RFP.
4 – Market Basket Job Description	This worksheet contains job descriptions for each of the Market Basket Jobs in Worksheet 3 – Market Basket Price Sheet. Proposer(s) are to use these job descriptions in determining the base rate to be provided for each position in Worksheet 3.

ATTACHMENT 3 CONTINUED:

Worksheet 2 – Base Price Proposal

Staffing Category	Proposed Mark Up Fee (%)	Proposed Conversion Fee (\$)
Administrative/Clerical		
Customer/Community Services		
Finance/Accounting		
General Labor/Maintenance		
Planning/Program/Project Management		
Professional/Management Services		
Technical		

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ATTACHMENT 3 CONTINUED:
Worksheet 3 – Market Basket Pricing Sheet

Position	Staffing Category	Base Staffing Rate
Administrative Assistant	Administrative/Clerical	
Senior Administrative Assistant	Administrative/Clerical	
Clerk	Administrative/Clerical	
Receptionist	Administrative/Clerical	
Secretary	Administrative/Clerical	
Code Enforcement Officer	Customer Service/Community Service	
Volunteer Coordinator	Customer Service/Community Service	
Accounting Technician	Finance/Accounting	
Accounts Payable	Finance/Accounting	
Auditor	Finance/Accounting	
Fiscal Analyst	Finance/Accounting	
Payroll Administrator	Finance/Accounting	
Senior Accountant	Finance/Accounting	
Crewleader	General Labor/Maintenance	
Custodian	General Labor/Maintenance	
Heavy Equipment Operator	General Labor/Maintenance	
Laborer	General Labor/Maintenance	
Maintenance Worker – Parks	General Labor/Maintenance	
Maintenance Worker – Streets	General Labor/Maintenance	
Utilities Technician	General Labor/Maintenance	
GIS Technician II	Technical	
Network Specialist	Technical	
Web Developer	Technical	

ATTACHMENT 3 CONTINUED:
Worksheet 4 – Market Basket Job Description

Administrative/Clerical

1. Administrative Assistant

The purpose of this position is to provide advanced administrative and clerical support to a respective department, managerial staff and/or director. This is accomplished by providing customer service to the agency membership, public and staff; processing information; organizing committee, public, and staff meeting activities; coordinating travel arrangement; implementing records management services; and coordinating special events. Other duties may include coordinating work assignments of others and serving as a departmental representative.

2. Senior Administrative Assistant

The purpose of this position is to provide complex administrative and clerical support to a respective department, managerial staff and/or Director. This is accomplished by providing customer service to the agency membership, the public and staff; processing information; directing committee, public, and staff meeting activities; coordinating travel arrangements; overseeing departmental records management services; coordinating special events; participating in the department's program development and implementation; and managing a specific administrative program(s) or project(s). Other duties may include coordinating tasks and serving as a departmental representative.

3. Clerk

Incumbent follows a few clearly detailed procedures in performing simple, repetitive tasks in the same sequence, such as: data entry; filing pre-coded documents in a chronological order; distributing materials; compiling routine reports; and greeting visitors. Little or no subject matter knowledge is required. Education: High School/GED diploma; Experience: None.

4. Receptionist

The purpose of this position is to manage the switchboard and visitor reception area and to maintain the agency master mailing list. This is accomplished by answering the multi-line telephone switchboard and directing calls to appropriate staff; providing information on departmental functions; greeting incoming visitors and directing them to their destination; updating and posting the agency's meeting schedule; and updating the agency master mailing data base. Other duties include receiving, sorting, and distributing agency deliveries, maintaining the agency cash box for the

5. Secretary

Performs basic secretarial functions. Composes and types of routine correspondence; prepares and maintains records and documents required by the department or city; compiles and summarizes data for reports. Answers phones and

directs calls and visitors. Education: High School/GED diploma; Experience: None; Typing: 35 wpm.

Customer Service/ Community Service

6. **Code Enforcement Officer**

Performs a variety of code enforcement inspections on public and private property. Investigates citizen complaints regarding potential code violations pertaining to nuisances, sewage, trash, debris, or related unsanitary conditions. Investigates complaints of property, zoning, and vehicle code violations, and high grass and overhanging limbs. Issue's citations, notices, or abatements as necessary. Education: High School/GED diploma; Experience: None.

7. **Volunteer Coordinator**

The purpose of this position is to develop and maintain a comprehensive network of Aging vendors for services including, but not limited to, homemaker, respite, residential repair, and emergency response services. This is accomplished by recruiting vendors as needed to ensure clients in all parts of the service area have choice of at least two vendors; reviewing vendor/contractor applications and files to ensure completeness; providing technical assistance to prospective and current vendors; performing quality assurance activities to ensure vendors' compliance with applicable rules and regulations; working with vendors to resolve grievances or develop corrective action plans as needed; approving vendors' invoices for payment; monitoring vendors' expenses to ensure they fall within spending targets; and monitoring key performance measures for vendored services to ensure they fall within performance targets.

Finance/Accounting

8. **Accounting Technician**

Performs basic accounting-clerical functions such as routine posting or balancing, filing, calculating, and other bookkeeping/accounting operations. Education: High school diploma/GED; Experience: one to three years of accounting clerical experience.)

9. **Accounts Payable**

The purpose of this position is to administer and maintain procedures required to meet a weekly processing of payments. This is accomplished by processing account payable, monitoring invoices, and mailing out account payable checks. Other duties include maintaining journal entries and wire transfers and providing filing and mailing services. This position is also responsible for insuring A/P check run is completed each week on schedule.

10. **Auditor**

The purpose of this position is to ensure monitored programs achieve intended results, resources are used effectively, waste, fraud and abuse are minimized, and that timely information is captured and reported. This is accomplished with minimal

supervision, with moderate latitude for the use of initiative and independent judgment. The Specialist will perform most aspects of fiscal monitoring. This process includes assisting with planning and performing external and internal monitoring, analyzing financial records, conducting internal and field monitoring, preparing draft monitoring reports. Other duties include assessment of risk in various monitoring situations, providing desk reviews of subcontractors' annual audits, assisting Accounting staff and providing other related services to assure compliance with contract and fiscal responsibility. Position reports to the Audit Manager.

11. **Fiscal Analyst**

The purpose of this position is to assist in the maintenance of the fiscal aspects of funded programs as assigned. This is accomplished by preparing budgetary reports as part of the agency-wide budget process as well any budget process required by the funding agencies. Additionally, this position is responsible for preparing and/or approving related expenditures, maintaining automated accounting systems, preparing and/or reviewing financials for funding agencies, attending applicable and relevant program meetings, and assisting in contract compliance and negotiations. Other duties include administering management reports for the programs.

12. **Payroll Administrator**

The purpose of this position is to administer company-wide payroll and employee benefits while assisting the HR department with related issues. This is accomplished by processing payroll, overseeing employee master files and benefits maintenance, providing labor statistic information to various departments and creating, maintaining and distributing various department specific report and information. Other duties include maintaining tax files and information and assisting the HR department in employee issues.

13. **Senior Accountant**

The purpose of this position is to manage the Grant Funds and Budgets under multiple funding sources and streams. This is accomplished by overseeing and administering purchase requisitions, timesheets and accounts payable vouchers; completing funding agency financial reports and billing statements to funding agencies, assisting with duties related to fixed assets for the Workforce Centers; and preparing monthly reports for management usage and analysis. Other duties include reconciling the General Ledger accounts assigned or accounts specific to assigned grants, reviewing requests for payments, assisting in the completion of CAFR's and providing various support duties for the department.

General Labor/Maintenance

14. **Crewleader**

Leads and participates in the work of crew performing equipment operations, manual labor, and semi-skilled tasks in City Public Works projects. Education: High School/GED diploma, Experience: 3 years' experience.

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15. **Custodian**
Performs a variety of routine cleaning tasks for buildings and surrounding grounds. Experience: None.
16. **Heavy Equipment Operator**
Responsible for the safe and efficient operation of heavy construction equipment such as front-end loaders, bulldozers, graders, or heavy trenching machines. Education: High School/GED diploma; License/Certificate: Class A Driver's License; Experience: 2 years.
17. **Laborer**
Under immediate supervision, completes manual labor following basic routines in the construction, repair and maintenance of city services, facilities, and grounds. Experience: 3 months.
18. **Maintenance Worker- Parks**
Performs semi-skilled duties in parks including equipment operation and maintenance and minor repair of buildings, parks, recreational, and other facilities. Education: High school diploma/GED; Experience: up to one year of experience related to maintenance and repair of municipal streets, utilities, parks, or equivalent.)
19. **Maintenance Worker- Streets**
Performs typically semi-skilled work in the maintenance and repair of streets, drainage ways, traffic signs, and gravel roads. Specific duties may include performing heavy physical labor including lifting, carrying heavy objects, shoveling, raking, and pushing asphalt; clearing and cleaning roadsides, gutters, culverts, and other drainage facilities; and participating in the removal, repair, and replacement of storm drainage pipes. Education: High school diploma/GED; Experience: up to one year of experience with trucks, light equipment, and general maintenance. May require Class A or B driver's license.)
20. **Utilities Technician**
Performs and often leads other staff in a variety of semi-skilled and skilled activities regarding the repair and maintenance of commercial and residential utility services and distribution systems. Assists utility crews and contractors in utility shutdowns and repair projects. May install utility distribution lines. Participates in the location of utility main lines and valves. Education: High School/GED diploma; Experience: 1 year.

Technical

21. **GIS Technician II**
The purpose of this position is to provide advanced GIS and technology support to the Department and Agency. This is accomplished through the use of a myriad of PC-based or web-based applications including GIS, Internet, and other technology initiatives. This position also provides project management support through the direction and organization of resources and technologies.

22. **Network Administrator**

The purpose of this position is to manage the daily administration and user support of the agency computing system/network, including networking to remote offices. This is accomplished by maintaining network servers, routers, switches, and other equipment, coordinating, and overseeing installation of network-related hardware and software, providing network-related user support and monitoring network performance. Other duties include defining network-project goals and ensuring data integrity.

23. **Network Specialist**

The purpose of this position is to provide technical equipment, software, advice and support. This is accomplished by planning and implementing the provision of technology infrastructure; providing tier 1 and tier 2 user technical support; training and assisting users in the use of equipment, software, and procedures; tracking resources and their usage and assignment; providing other support services as requested or required. Other duties include supervising the activities of vendors and contract staff and serving as an organizational representative on technology initiatives as required.

24. **Web Developer**

This position will have responsibility for creating and maintaining Agency website and associated customer web applications. Primary responsibilities include but are not limited to: programming to support existing Web sites, building new web applications, maintaining third party support applications such as web statistics and shopping cart software, applying consistent County branding (look and feel) to all projects, managing all infrastructure configuration, creating, tracking and maintaining domain registration for the Agency, and project management for all program activities related to the creation and maintenance of a web site for Cecil County, Maryland or one of the member agencies. Type of work will include coding Web pages, including forms, for maximum usability and to ensure a high level of functionality and creating and maintaining databases as needed for Web site content and functionality.

The attached proposal for solicitation **RFP 22-12 Temporary Staffing Services** is accepted and hereby ratified and confirmed by Cecil County, Maryland on _____.
(date)

Danielle Hornberger
County Executive
Cecil County Maryland

ATTACHMENT #4
AGREEMENT OF TERMS AND CONDITIONS:
PROPOSAL

Made this _____ day of _____, 20_____.
Business Address _____
_____.

The VENDOR declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, kitchen utensils and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the VENDOR has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be signed and subscribed to by at least one (1) member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

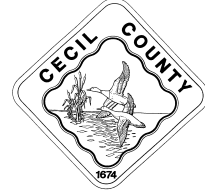
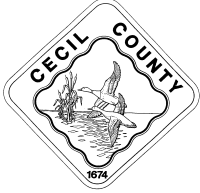
I/We identify by number, date and number of pages the following addenda:

No.	Date	No. of Pages
_____	_____	_____
_____	_____	_____

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

ATTACHMENT #5
INDEMNITY/HOLD HARMLESS AGREEMENT

Cecil County, Maryland
200 Chesapeake Blvd.
Elkton, MD 21921



To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County, Maryland, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Request for Proposal 22-12 TEMPORARY STAFFING SERVICES** except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland's sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____ Date: _____

Return this letter with Proposal Package

ATTACHMENT #6:
STATE OF MARYLAND SALES & USE TAX

STATE OF MARYLAND SALES AND USE TAX ADMISSIONS AND AMUSEMENT TAX LAWS AND REGULATIONS ISSUED BY COMPTROLLER OF THE TREASURY SALES AND USE TAX DIVISION

11-221 Taxation by Other Law

(c) Sales tax paid in other jurisdiction –

- (1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property or service enters this state, the sales and use tax does not apply to use of the property or service in this state.
- (2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

11-214 Nonresident Property

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

- (1) A non-resident.
 - (i) Acquires before the property or service enter the state; and
 - (ii) Uses:
 1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
 2. Does not remain in the state for more than 30 days.

11-303 Depreciation Allowance

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
 - (1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and
 - (2) The use first occurs in another state or federal jurisdiction.
- (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.

ATTACHMENT #7

VENDOR CERTIFICATION

The above statements are certified to be true and accurate, and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at _____ this _____ day of _____, 20__.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____, ss.

_____ being duly sworn, states he is _____ of
(Office)

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20__.

Notary Public

(My Commission Expires: _____)

(NOTARY SEAL)

CECIL COUNTY, MARYLAND
RFP-22-12 TEMPORARY STAFFING SERVICES

Office of the County Executive

Danielle Hornberger
County Executive

Dan Schneckenburger
Director of Administration

Office: 410.996.5202
Fax: 410.996.1014



Connie Kamit, Purchasing Agent
410.996.8121

County Information
410.996.5200
410.658.4041

CECIL COUNTY, MARYLAND
County Purchasing Office
200 Chesapeake Boulevard, Elkton, MD 21921

ATTACHMENT #8
AGREEMENT OF JURISDICTION

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement may not be modified except in writing executed by the parties.

CONTRACTOR NAME: _____

REPRESENTATIVE: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR TELEPHONE: _____

AUTHORIZED SIGNATURE: _____

DEPARTMENT REQUESTING JURISDICTION AGREEMENT:

_____ PURCHASING _____

Return completed document to:

Cecil County, Maryland
200 Chesapeake Boulevard
Elkton, Maryland 21921

Phone (410) 996-5385 Option 7

Fax (800) 562-3982

Email purchasingoffice@ccgov.org

ATTACHMENT #9
CONTRACTOR RFP CHECKLIST

The following is a checklist to assist the contractor in verifying all required information is provided at the Bid Opening. It remains the contractor's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the bid proposal. No proposals will be accepted after the designated bid opening time.

	Page Reference Number	Included
1. Bid package labeled properly for identification.		<input type="checkbox"/>
2. Evidence of applicability as "Local Bidder", in applicable.	N/A	<input type="checkbox"/>
3. Copies of Required License's	7	<input type="checkbox"/>
4. Bid Bonds, Payment Bonds, and Performance Bonds, if applicable	N/A	<input type="checkbox"/>
5. Attachment 2 – Certification of Contractor's Qualifications	28	<input type="checkbox"/>
6. Attachment 3 – Cost Proposal	29	<input type="checkbox"/>
7. Attachment 4 – Agreement of Terms & Conditions	38	<input type="checkbox"/>
8. Attachment 5 – Indemnity/Hold Harmless Agreement	39	<input type="checkbox"/>
9. Attachment 7 – Vendor Certification	41	<input type="checkbox"/>
10. Attachment 8 – Agreement of Jurisdiction	42	<input type="checkbox"/>
13. Updated W-9	N/A	<input type="checkbox"/>

EXHIBIT A

POSITION CATEGORIES AND ASSOCIATED JOB TITLES*

(*This is not an exhaustive list of positions. This list is intended to highlight the variety of positions Cecil County or Participant(s) may utilize. Some of these positions will be outlined more in the Cost Proposal)

Administrative/Clerical:

Administrative Assistant
Clerk
Executive Assistant
Facilities Coordinator
Graphic Design Coordinator
Human Resource Manager
Intern
Operations Manager
Plan Specialist
Procurement & Facility Coordinator
Program Manager
Receptionist
Secretary
Senior Administrative Assistant
Senior Business Development Liaison
Senior Human Resources Generalist
Senior Operations Specialist
Senior Operations Specialist Childcare
Senior Plan Specialist
Senior Program Manager
Senior Workforce Facilities Coordinator
Senior Workforce Planner
Special Projects Management Analyst
Special Projects Supervisor
Training and Development Coordinator
Training Support Specialist
Workforce Communications Spec. I
Workforce Development Manager
Workforce Planner II

Customer Service/Community Service:

911 Database Supervisor
911 Database Transition Specialist
911 Operations Specialist
911 Operations Supervisor
911 Program Manager
911 Systems Administrator
911 Systems Design Integration Administrator
911 Technical Operations Specialist
911 Technical Program Supervisor
911 Technician

Aging Supervisor of Contract Services
Aging Supervisor of Direct Services
Benefits Counselor
Case Manager
Child Care Manager
Code Enforcement Officer
Communications Coordinator
Communications Specialist I
Communications Specialist II
Communications Supervisor
Compliance Investigator
Early Childhood Specialist
Information Services Coordinator
Public Involvement Manager
Quality Assurance Manager
Quality Assurance Monitoring Supervisor
Senior Case Manager
Senior Quality Assurance Specialist
Volunteer Coordinator
Volunteer and Evidence-Based Programs
Coordinator

Financial/Accounting:

Accountant
Accounting Manager
Accounting Services Specialist
Accounting Services Supervisor
Accounting Technician
Accounts Payable
Administrative Program Coordinator
Administrative Program Supervisor
Audit Manager
Auditor
Budget & Financial Reporting Manager
Chief Accounting Office
Fiscal Analyst
Fiscal Manager
Grants & Contracts Administrator
Grants & Contracts Coordinator I
Grants & Contracts Coordinator II
Grants & Contracts Manager
Grants & Contracts Supervisor

CECIL COUNTY, MARYLAND
RFP-22-12 TEMPORARY STAFFING SERVICES

Payroll Administrator
Senior Accountant
Senior Auditor
Senior Fiscal Analyst
Senior Grants & Contracts Coordinator
Supervising Senior Accountant
Transportation Fiscal Operations Supervisor
Transportation Accounting & Reporting Supervisor
Workforce Grants/Contracts Coordinator II

General Labor/Maintenance:

Crewleader
Custodian
Heavy Equipment Operator
Laborer
Maintenance Worker-Parks
Maintenance Worker-Streets
Utilities Technician

Planning/Program/Project Management:

(Environmental Services)
Environment & Development Planner I
Environment & Development Planner II
Environment & Development Planner III
Environment & Development Technology
Coordinator
Manager of Environment & Development
Programs
Principle Transportation/Air Quality Planner
Senior Environment and Development Planner

(Transportation Planning)
Air Quality Operations Analyst II
Air Quality Operations Coordinator
Air Quality Operations Manager
Air Quality Operations Services Assistant
Air Quality Operations Service Assistant II
Project Engineer
Senior Transportation/Air Quality Planner
Senior Transportation System Modeler
Transportation Program Assistant II
Transportation/Air Quality Planner I
Transportation/Air Quality Planner II
Transportation/Air Quality Planner III
Transportation System Modeler I

Transportation System Modeling Manager
Transportation System Modeler II
Transportation System Operations

Technical:

Audio/Video Computer Support Technician
Chief Technology Officer
Computer Support Technician
Counsel for Transportation
Data Applications Manager
Digital Media Specialist
GIS Application Developer
GIS Project Coordinator
GIS Technician II
Information Analyst Supervisor
Information Center Assistant
Information Security Officer
IT Applications Manager
IT Infrastructure Manager
Manager of Data Integrity
Manager of Research
Manager of Workforce Development
Information
Network Administrator
Network Specialist
Research Associate II
Senior Database Specialist
Senior Information Analyst
Senior Network Administrator
Senior Research Associate
Senior Sharepoint Administrator
Solutions Analyst
Systems Engineer
Technology Support Coordinator
Web Developer

EXHIBIT B
REQUEST FOR SERVICES TEMPLATE (EXAMPLE)

REQUEST FOR SERVICES	
Organization:	Name of Contact:
Address:	Phone:
	Email:
Category of Requested Position:	
Specific Position Requirements:	
How many desired positions? _____	
Full-time _____ Part-time _____	
Desired Response Time: (defaults to 2 business days)	
Start Date _____	End Date _____
Description of Assignment:	
Critical Skills Needed:	
Additional Information:	