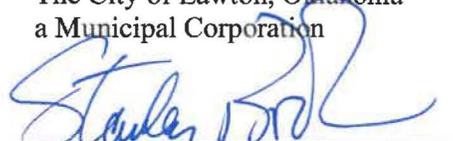


Contract: RFPCL23-032 Temporary Employment Services
Vendor(s): Express Employment Professionals

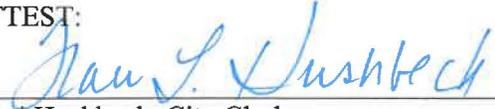
CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 27th day of June, 2023.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 30th
day of June, 2023.


City Attorney



FINANCIAL SERVICES
212 SW 9th Street, Lawton, Oklahoma 73501
(580) 581-3328 FAX (580) 581-3438

MEMORANDUM

DATE: June 19, 2023

TO: City Council Members

Cc: John Ratliff, Interim City Manager
Dewayne Burk, Deputy City Manager
Kristin Huntley, Deputy Finance Director

FROM: Joe Don Dunham, Finance Director 

SUBJECT: **RFP CL23-032 Temporary Employment Services.**

RFP CL23-032 for Temporary Employment Services was sent for advertisement in the Lawton Constitution on May 3, 2023, and posted on the City's website on May 4, 2023. The bid packet was directly emailed to three (3) firms, Numuna Staffing, Express Employment Professionals, Certified Source Performance, and Onin Staffing. The following is a listing of bids received:

1. 22nd Century Technologies, Inc – McLean, VA
2. Onin Group – Birmingham, AL
3. Certified Source, Inc. – Tulsa, OK
4. Express Employment Professionals – Lawton, OK
5. Numuna Staffing, LLC – Lawton, OK
6. Medical Edge Recruitment, LLC – The Woodlands, TX

The bid opening was held on June 6, 2023. The Department Director of Human Resources has reviewed the bids and recommended Express Employment Professionals, Lawton, OK as the lowest and best bidder. The funding for this service will be from various departments from the FY 2024 operating funds.



Human Resources Department

212 SW 9th Street

Lawton, OK 73501

Phone (580) 581-3392 Fax (580) 581-3530

MEMORANDUM

TO: Justine Guevara, Accountant/Buyer/Contract Administrator Financial Services
THRU: Craig Akard, Human Resources Director
FROM: Candy Brown, Human Resources Deputy Director
RE: RFP CL 23-032 Temporary Employment Services Recommendation
DATE: June 09, 2023

The City of Lawton solicited request for proposals (RFPCL23-032) for Temporary Employment Services. Seven (7) proposals were received and reviewed. The lowest bid overall with the least markup cost was from Express Employment Professionals. (Please see attached bid comparison sheet) The department recommends awarding the contract to Express Employment Professionals. This bid meets specifications in all respects. The vendor is local.

City of Lawton REQUEST FOR PROPOSALS

| | | |
|--|---|---|
| MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501 | | DIRECT INQUIRIES REGARDING FORMS: justine.guevara@lawtonok.gov |
| QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/ | | |
| Date Proposal Typed: May 3, 2023 | Date(s) Advertised: May 5, 2023 | No Proposals Received After: June 6, 2023 2:00 P.M. |
| Proposal Number and Title: RFPCL23-032 Temporary Employment Services Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | | Proposal valid until: |
| Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm | | |
| Vendor Name and Point of Contact: <i>ESI/dba Express Employment Professionals</i> | | Reason for No Proposal: <i>Temporary Employment Services.</i> |
| Mailing Address: <i>1920 N.W. Cache Rd.</i> | | |
| City: <i>Lawton</i> State: <i>OK</i> Zip: <i>73507</i> | Delivery: <i>Pam Dunbar</i> | |
| Area Code and Phone Number: <i>580-355-6002</i> | Email Address: <i>Pam.dunbar@expresspros.com</i> | |
| Federal Employer Identification Number or Social Security Number <i>84-0909680</i> | | |

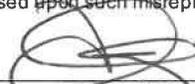
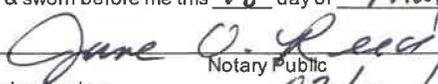
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

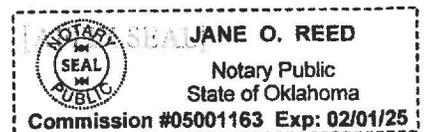
STATE OF oklahoma COUNTY OF oklahoma, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: ESI/dba Express Employment Professionals
 Address: 1920 N.W. Cache Rd
Lawton OK 73507
 (City, State, Zip)
 Phone: 580-355-6002


 SIGNATURE OF AUTHORIZED AGENT
 PRINT/TYPE NAME/TITLE
Tracy Gay Regional Director
 Subscribed & sworn before me this 18th day of May, 2023.

 Notary Public
 My Commission expires: 02/01/25

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

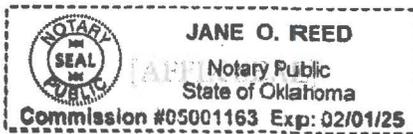
STATE OF Oklahoma

SS

COUNTY OF Oklahoma

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

*Express Services Inc. IDBA
Express Employment Professionals @ locally
Business address of 1920 N.W. Cache Rd, Lawton
OK 73507*



Signed _____
Print: Tracy Gay

Attested to before me this 18th day of May 2023

Jane O. Reed
Notary Public

My Commission Expires 02/01/25 20

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

RFPCLA 3-032

Contract Number

Express Services Inc, dba Express Employment
Professionals @ locally known address of
1920 N.W. Coker Rd. Lawton
OK
73507.

Name of Contractor (Print)

05/18/2023.

Date

A handwritten signature in black ink, appearing to be a stylized name.

Signature, Member of Firm or Officer of Corporation

Regional Director

Title

THIS IS AN AGREEMENT by and between the CITY of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and ESI/dba (hereinafter called VENDOR). CITY intends for VENDOR to provide temporary employment services for the City of Lawton.

EXPRESS EMPLOYMENT
PROFESSIONALS @
LOCALITY THROUGH ADDRESS
1920 N.W. 1
COCKE RD
LAWTON
73507

The CITY and VENDOR in consideration of their mutual covenants herein agree in respect to the performance of services by VENDOR and the payment for those services by CITY, as set forth below.

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall imply being delivered to the receiving dock, department stockroom, or other point specified. The CITY accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the VENDOR until accepted by the CITY. The VENDOR shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and VENDOR, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the VENDOR, or for a reasonable time after notification to the VENDOR, whichever comes first.
 - d. Provide the VENDOR with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise agreed to in writing by the CITY and VENDOR, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards related to safety.
3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, VENDOR expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to project guidelines stipulated in Attachment 'A'; VENDOR further warrants that same shall

be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorizes the CITY to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting VENDOR. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, VENDOR, upon notice thereof from the CITY, shall promptly correct or replace the same at VENDOR'S expense. If VENDOR shall fail so to do, the CITY may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the VENDOR, all such goods will be held at VENDOR'S risk. The CITY may, and at VENDOR'S direction shall, return such goods to VENDOR at VENDOR'S risk, and all transportation charges, both to and from original destination, shall be paid by VENDOR. Any payment for such goods shall be refunded by VENDOR unless VENDOR promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The VENDOR shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY harmless against the claims by third parties resulting from the VENDOR'S breach of this agreement or the VENDOR'S negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the VENDOR'S response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** VENDORS are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and employees of the CITY, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the VENDOR.

9. **SUMMARY OF TOTAL SALES:** VENDOR agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in by the parties.

10. **PAYMENT:**

- a. **INVOICING:** The VENDOR shall be paid within a reasonable time after submission of proper certified invoices to the CITY at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The VENDOR shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the VENDOR wishes to ship or service from a point other than the home office, the VENDOR will furnish a written list of these locations to the CITY. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
- b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The CITY reserves the right to purchase none of the product and/or services or more than the quantity indicated in Attachment 'A'.
- c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
- d. **DISCOUNTS:** VENDORS may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. VENDORS are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

11. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the CITY and the VENDOR. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All VENDORS must disclose the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, VENDOR must disclose the name of any CITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the VENDOR'S firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The VENDOR, without exception, shall indemnify and save harmless the CITY of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this contract, including its use by the City of Lawton. If the VENDOR uses any design, device or materials covered by trademark, patent, or copyright, it is mutually agreed and understood without exception that the prices of goods and services shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The CITY reserves the right to inspect the VENDOR'S facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the VENDOR becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the VENDOR, or if a receiver is appointed for the VENDOR, the CITY shall have the right to terminate this agreement upon written notice to the VENDOR without prejudice to any claim for damages or any other right of the CITY under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the VENDOR without written consent of the CITY.

17. **INSURANCE:** Unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the CITY, showing the CITY as an additional insured thereunder without cost to the City of Lawton:

- a. **General Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the VENDOR shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand
-

dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$ 1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the CITY. A current certificate, showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.

- b. **Automobile Liability:** The VENDOR shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the VENDOR shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the VENDOR'S business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate showing that the VENDOR has in force and effect such insurance, shall be maintained on file with the City Clerk of the CITY.
- c. **Workers' Compensation:** The VENDOR shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the VENDOR and the CITY against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the VENDOR has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the CITY.

18. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

- a. VENDOR specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions hereof.

b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the VENDOR has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** VENDOR agrees, in connection with the performance of work under this agreement:

a. VENDOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental Impairment. The VENDOR shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.

b. The VENDOR agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.

c. In the event of the VENDOR'S non-compliance with the above nondiscrimination clause, this agreement may be terminated by the CITY. The VENDOR may be declared terminated by the CITY until satisfactory proof of intent to comply is made by the VENDOR.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement may be terminated by the CITY, in whole or in part, whenever it is determined to be in the best interest of the CITY.

b. Any such termination shall be accomplished by the delivery to the VENDOR of a notice of termination specifying the extent to which

performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

- c. After receipt of a notice of termination, the VENDOR shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **DISPUTES:**

- a. **Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma.
 - b. **Negotiation:** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within thirty (30) days from the Notice of Dispute, either Party may request mediation.
 - c. **Non-binding Mediation:** If mediation is requested the parties will select an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Unless mutually agreed otherwise by the parties, any mediation brought under this section will be held in Lawton, Oklahoma.
 - d. **Litigation, Venue, and Jurisdiction:** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation or if mediation is not requested within forty-five (45) days of receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Oklahoma. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement. Venue
-

of any such action will be the Oklahoma District Court of Comanche County, Oklahoma, or the Federal Court for the Western District of Oklahoma, whichever is appropriate. Nothing herein shall prevent either party from proceeding to court earlier, if necessary to protect the public health and safety.

22. BUILDING INFORMATION MODELING (BIM) DELIVERABLES:

- a. The VENDOR shall furnish design data with computations for all improvements involved in this contract.
- b. VENDOR will provide the CITY with Instruments of Service in electronic readable format. These Instruments of Service will be in addition to any other deliverables expressed in any part of this agreement, its exhibits, and attachments. The Instruments of Service consists of any and all project data to include, but not limited to, building information modeling (BIM) data; all partial, intermediate, and final versions of BIM models, AutoCad renderings, or similar 2-D or 3-D computer-aided designs or drafts; any and all AutoCad data and the like; all files, drawings, specifications, models, sketches, digital representations, and design documents.
- c. All aforementioned files, renderings, and data remain the CITY's property to be delivered at the completion of each task and phase of the project, and at any time upon the CITY'S request. The Instruments of Service will be provided to the CITY in dgn format, or with the approval of the CITY, in a similar format translatable to .dxf and .dwg formats.
- d. The VENDOR also grants the CITY an unlimited license to use this data for the operations, maintenance, marketing, and any other purpose related to the effective implementation of the project, but not to be used for any other future projects.
- e. The CITY retains ownership of all copyrights relating to all drawings, models, and data.
- f. The CITY'S rights as described herein to the Instruments of Service supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter, and all such other negotiations, commitments, agreements, exhibits, attachments, and writings will have no further force or effect.

g. The VENDOR will be held responsible for any mistakes or omissions in the work of the VENDOR, which appear during the final review by the CITY or during construction and will be required to do any work necessary to correct the mistakes or omissions in his work, without additional compensation.

23. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in Attachment 'A' Request for Proposal and Response, including Pricing and Product Specifications (including references to the VENDOR'S "catalog", if any), are incorporated into this Contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. If there is any conflict or disagreement between the conditions and terms in this Agreement and the conditions and terms in the incorporated Attachment 'A' the conditions and terms in this Agreement shall supersede the conflicting language in Attachment 'A'.

24. **MODIFICATION:** This Contract may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation


STAN BOOKER, MAYOR

ATTEST:


TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the CITY of Lawton, Oklahoma,
this 30th day of June, 20 23.


JOHN RATLIFF, CITY ATTORNEY



VENDOR: Express Services Inc (DEA)
Express Employment Professionals @ ideally
known address of 1920 N.W. Cache Rd, Lawton
OK 73507
Tracy Gay
Printed Name

Regional Director
Title

ATTACHMENT 'A'
REQUEST FOR PROPOSAL AND RESPONSE,
INCLUDING REQUIREMENTS AND
QUALIFICATIONS

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: S23-05

SPECIFICATION TITLE: Temporary Worker

APPROVAL DATE: 4/24/2023

INTRODUCTION: The City of Lawton is issuing this Request for Proposal (RFP) to temporary employment service companies in order to assess the quality of, and costs associated with, providing temporary workers for various divisions of the City of Lawton. The City of Lawton believes this RFP will identify interested temporary employment service companies which are capable of providing a professional level of service in providing temporary workers for various projects.

The classification of workers is described below. The contractor shall furnish and supply the listed employees in accordance with the terms, conditions set for herein.

The “Contracting Entity”, as used throughout these specifications, shall mean the City of Lawton.

1. **WAGE RATE:**

- a) Bids will only be accepted on an hourly rate. Please list the hourly rate the City of Lawton will be billed for each type of worker and also list the hourly rate of pay the temporary worker will receive. Overtime is to be controlled by the vendor to ensure the City of Lawton incurs no such rate.
- b) Vendor will comply with all local, state and federal regulations and guidelines.

2. **ORDER RESPONSE:**

- a) The vendor unconditionally guarantees the performance of all temporary personnel of the first four hours of the assignment. If the authorized agent of the City of Lawton deems the employee unacceptable, no cost is to be incurred by the City of Lawton and a replacement person will be sent by the vendor.
- b) To ensure quality and compliance with the assessed needs of the City of Lawton, the vendor is required to comply with the following:
 - i. Confirmation of the order within the first half-hour.

- ii. Arrival check within the first hour of the scheduled time on a given day.

- c) Job tasks consist of routine standardized operations following established procedures. The worker must be able to work independently while performing tasks. The employee works closely with others, while under general supervision. Difficulty is limited to making common sense decisions concerning the safe operation of equipment. Variables encountered are many and concrete in nature, with non-procedural decisions referred to a supervisor.

- d) Statistics, which show the ability of the vendor to supply large numbers of personnel in short time frames, are to be supplied.

- e) Vendor should provide a list of current or previous clients, with the names of contact persons, with whom temporary services have been provided.

- f) Services including the following:
 - iii. **Type One Worker** - Examples of duties and skills required are:
 - Ability to perform routine tasks that are associated with clerical work;
 - Ability to establish and maintain filing system;
 - Ability to communicate well;
 - Ability to perform telephone duties effectively; and
 - Vendor to test employee and ensure that applicant exhibits speed and accuracy in the following areas: tying, grammar, spelling and punctuation.

 - iv. **Type Two Worker** – Examples of duties and skills required are:
 - Must perform task of picking up refuse collection from curbside, alley or house side, as directed;
 - Must have the ability to lift loads to a maximum of 75 pounds;
 - Must be physically able to do walking required during a 10-hour work day;
 - Must perform task of picking up litter from street, ditches and rights-of-way as directed;
 - Must perform heavy manual labor for extended periods of time;
 - Must have general knowledge of proper use of a wide variety of hand/power tools;
 - Ability to perform various maintenance duties as directed and maintain a clean and safe facility;
 - Ability to oversee recreational activities and maintain orderly conduct;
 - Ability to prepare activity report; and

- Ability to work extended hours or evening, night or weekend shift.
- v. **Type Three Worker** – Examples of duties and skill required are:
- Ability to operate specialized equipment; and
 - Possession of required certification in specialized field
- vi. **Type Four Worker** – Examples of duties and skills required are:
- Knowledge of materials, methods, techniques, tools and equipment used in areas of specialization (i.e. chlorine usage, water quality of pools;
 - Ability to train others in safe operation of equipment;
 - Ability to supervise a small crew;
 - Ability to enforce policies and procedures of facilities; and
 - Ability to oversee facility and respond to emergencies.
- g) Any other special requirements for the above workers will be provided when the request for a temporary employee is made.

3. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**

- a) **PROOF OF INSURANCE COVERAGE (AS LISTED IN ITEMS B AND C OF THIS SECTION) MUST BE SUBMITTED PRIOR TO THE CITY ENTERING INTO AN AGREEMENT.** Failure to do so may result in the rejection of the bid as non-responsive. Certificates of Insurance shall be delivered to the City of Lawton prior to the commencement of the agreement.
- b) In this connection, the contractor shall carry workers' compensation in accordance with state laws. The contractor shall also carry employer's liability insurance in the following amounts:
- **PROPERTY DIAMAGE LIABILITY:** Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including, but not limited to, consequential damages arising out of a single accident or occurrence.

- All OTHER LIABILITY: In the amount of not less than one hundred thousand dollars (\$100,000) for claims, including accidental death, personal injury and all other claims to any one person out of a single accident or occurrence.
- A company licensed by the State of Oklahoma Insurance Commissioner's office and accepted by the City of Lawton shall issue the insurance policies. The City of Lawton shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to the City of Lawton. The policies shall list the City of Lawton as an additional insured.

4. LIABILITY AND PROPERTY DAMAGE RESPONSIBILITIES

Bids may be submitted for either or both categories shown below.

CATEGORY I:

The CONTRACTOR will assume responsibility and liability for damages to Property and injuries to person, caused by or arising out of the operation of a City owned vehicle or equipment operated by a temporary worker provided to the city by contractor. Contractor shall carry Workers' Compensation coverage as provided in numbered paragraph 34c of the General Conditions for Bidding Requirements.

CATEGORY II:

The CITY will assume responsibility and liability for damages to property and injuries to person, in an amount not to exceed the limits authorized by the Oklahoma Governmental Tort Claims Act, caused by or arising out of the operation of a City owned vehicle or equipment operated by a temporary worker provided to the City by Contractor. The City's assumption of responsibility and liability applies only to third parties and not to the temporary worker provided by Contractor shall continue to carry Workers' Compensation coverage as provided in numbered paragraph 34c of the General Conditions for Bidding Requirements.

5. PAYMENT/INVOICE:

- a) Payments will be processed promptly after completion of particular Division' project and after receipt of properly prepared invoices. In addition, a notarized affidavit of payments in excess of \$1,000 must be submitted with the bid.

- b) Invoices must contain the following information:
- i. Vendor's name and address;
 - ii. Name of City of Lawton Department/Division requesting employees services;
 - iii. Contract Number;
 - iv. Itemization (hours worked/per hour rate/etc.) of each individual provided;
 - v. Total amount of invoice; and
 - vi. Dates service performed.
- c) Time sheets are to be compared with the authorized agent of the City of Lawton to verify accuracy. This is to be completed by the 5th day of the month after performance of the work. Invoices are to be submitted on a monthly basis prior to the 10th day of the month after performance.
- d) Monthly payments for purchases made against this contract have an average processing time of 15-30 calendar days. Because statutes prohibit the contracting entity from paying late payment charges, bidder should take this into consideration when calculating bid prices and/or discounts offered.

6. OTHER

- a) This request does not commit the City of Lawton to award a contract, pay cost incurred in the preparation of a response to this request, or to procure or contract for services.

Proposal Number: RFPCL23-032
Proposal Title: Temporary Employment Services

Vendor Name: Express Employment Professionals
 (Please complete above information)

Proposal Price Sheet
 (Must be completed and returned with the proposal)

| Catagory | Description | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay |
|--------------------------|---|---|---|
| Type One Worker | Ability to perform routine tasks that are associated with clerical work. Ability to establish and maintain filing systems. Ability to communicate well. Ability to perform telephone duties effectively. Vendor to test employee and ensure that applicant exhibits speed and accuracy in the following areas: tying, grammar, spelling and punctuation. | \$14.30 - \$16.90/hr | \$11.00/hr - \$13.00/hr |
| Type Two Worker | Must perform task of picking up refuse collection from curbside, alley, or house side, as directed. Must have the ability to lift loads to a maximum of 75 pounds. Must be physically able to do walking required during a 10-hour workday. Must perform task of picking up litter from street, ditches and rights-of-way as directed. Must perform heavy manual labor for extended periods of time. Must have general knowledge of proper use of a wide variety of hand/power tools. Ability to perform various maintenance duties as directed and maintain a clean and safe facility. Ability to oversee recreational activities and maintain orderly conduct. Ability to prepare activity reports. Ability to work extended hours or evening, night or weekend shift | \$13.20/hr - \$19.80/hr | \$10.00/hr - \$15.00/hr |
| Type Three Worker | Ability to operate specialized equipment. Possession of required certification in specialized field | \$17.16/hr | \$13.00/hr - \$17.00/hr |
| Type Four Worker | Knowledge of materials, methods, techniques, tools and equipment used in areas of specialization (i.e. chlorine usage, water quality of pools). Ability to train others in safe operation of equipment. Ability to supervise a small crew. Ability to enforce policies and procedures of facility. Ability to oversee facility and respond to emergencies | \$19.50/hr - \$26.40/hr | \$15.00/hr - \$20.00/hr |

Notes:

1. As per specifications attached
2. This is a requirement contract
3. There are insurance requirements for this contract
4. Please submit two copies of any additional documents such as descriptive literature.

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below.

Signature: *Justine Guevara*

| CLIRFP Number RFPCL23-032 | | Page <u>1</u> of <u>1</u> | | Bidder Number <u>1</u> | | Bidder Number <u>2</u> | | Bidder Number <u>3</u> | | | |
|--|-------------------------|---|------|---|----------------------------------|---|----------------------------------|---|--|--|--|
| CLIRFP Title Temporary Employment Services | | Date Opened: June 6, 2023 | | 22nd Century Technologies, Inc. Yasmine Rafik 8251 Greensboro Drive, Suite 900 McLean, VA 22102 866-637-6191 ext 2 jledproposals@tscfi.com | | The Orin Group Douglas Lewis 3800 Colonnade Pkwy Suite 300 Birmingham, AL 35243 205-268-7233 dlewis@oninstaffing.com | | Certified Source, Inc. Stacy Kerger 9658 S. Utca Ave Tulsa, OK 74138 405-613-0294 stacy.kerger@certifiedsource.com | | | |
| Accountant/Buyer/Contract Administrator Justine Guevara | | Number of ADDENDA Issued NONE | | Addenda Acknowledged N/A | | Addenda Acknowledged N/A | | Addenda Acknowledged N/A | | | |
| | | DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE | | As required Yes Yes N/A | | As required Yes Yes N/A | | As required Yes Yes N/A | | | |
| Item No. | Description of Bid Item | Est. Qty | Unit | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay | City of Lawton Per Hour Price (43%) | Temporary Worker Price Per Hour (43%) | City of Lawton Per Hour Price (40%) | Temporary Worker Price Per Hour (40%) |
| 1 | Type One Worker | 1 | hour | \$15.60-\$19.60 | \$12.00-\$16.00 | \$22.08 | \$16.00 | \$14.30-\$21.45 | \$10-\$15 | \$14-\$21 | \$10-\$15 |
| 2 | Type Two Worker | 1 | hour | \$15.60-\$20.15 | \$12.00-\$16.00 | \$23.46 | \$17.00 | \$14.30-\$21.45 | \$10-\$15 | \$14-\$21 | \$10-\$15 |
| 3 | Type Three Worker | 1 | hour | \$20.80-\$26.65 | \$16.00-\$20.50 | \$28.29 | \$20.50 | \$20.02-\$25.74 | \$14-\$18 | \$19.60-\$25.20 | \$14-\$18 |
| 4 | Type Four Worker | 1 | hour | \$20.80-\$26.61 | \$16.00-\$20.70 | \$31.05 | \$22.50 | \$21.45-\$25.74 | \$15-\$18 | \$21-\$25.20 | \$15-\$18 |

| CLIRFP Number RFPCL23-032 | | Page <u>1</u> of <u>1</u> | | Bidder Number <u>4</u> | | Bidder Number <u>5</u> | | Bidder Number <u>6</u> | |
|--|-------------------------|---|------|---|----------------------------------|--|----------------------------------|--|------------------------------------|
| CLIRFP Title Temporary Employment Services | | Date Opened: June 6, 2023 | | Express Employment Professionals Pam Dunbar 1920 NW Cache Rd. Lawton, OK 73507 580-355-9002 pam.dunbar@expressions.com | | Numunu Staffing, LLC Rondell Terry 1003 SW B Ave Lawton, OK 73501 580-280-2268 | | Medical Edge Recruitment, LLC. Julie Kennedy 6888 New Trails Drive, Suite 120 The Woodlands, TX 77381 713-997-8709 jkennedy@medicaledge.com | |
| Accountant/Buyer/Contract Administrator Justine Guevara | | Number of ADDENDA Issued NONE | | Addenda Acknowledged N/A | | Addenda Acknowledged N/A | | Addenda Acknowledged N/A | |
| | | DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE | | As required Yes Yes N/A | | As required Yes Yes Yes | | As required Yes Yes Yes | |
| Item No. | Description of Bid Item | Est. Qty | Unit | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay | City of Lawton Per Hour Price | Temporary Worker Price Per Hour |
| 1 | Type One Worker | 1 | hour | \$14.30-\$16.90 | \$11-\$13 | \$16.75-\$25 | \$10-\$15 | \$14-\$20 | \$9-\$13 |
| 2 | Type Two Worker | 1 | hour | \$13.20-\$19.80 | \$10-\$15 | \$18-\$27 | \$10-\$15 | \$14.50-\$21.50 | \$9-\$14 |
| 3 | Type Three Worker | 1 | hour | \$17.18 | \$13-\$17 | \$21-\$28 | \$15.01-\$20 | \$21-\$28 | \$14-\$19 |
| 4 | Type Four Worker | 1 | hour | \$19.80-\$26.40 | \$16-\$20 | \$21-\$28 | \$15.01-\$20 | \$21-\$28 | \$14-\$19 |

| CLIRFP Number RFPCL23-032 | | Page <u>1</u> of <u>1</u> | | Bidder Number <u>7</u> | |
|--|-------------------------|---|------|---|----------------------------------|
| CLIRFP Title Temporary Employment Services | | Date Opened: June 6, 2023 | | SoftHQ, Inc. Krandi Ponnam 6494 Weathers Place, Suite 200 San Diego, CA 92121 858-658-9200 rjp@softhqinc.com | |
| Accountant/Buyer/Contract Administrator Justine Guevara | | Number of ADDENDA Issued NONE | | Addenda Acknowledged N/A | |
| | | DELIVERY: CORPORATE AFFIDAVIT OF CERTIFICATE OF INSURANCE | | As required Yes Yes N/A | |
| Item No. | Description of Bid Item | Est. Qty | Unit | City of Lawton Per Hour Price | Temporary Worker Per Hour Pay |
| 1 | Type One Worker | 1 | hour | \$22.94-\$48.10 | \$15.50-\$32.50 |
| 2 | Type Two Worker | 1 | hour | \$22.94-\$48.10 | \$15.50-\$32.50 |
| 3 | Type Three Worker | 1 | hour | \$25.90-\$48.10 | \$17.50-\$32.50 |
| 4 | Type Four Worker | 1 | hour | \$27.38-\$48.10 | \$18.50-\$32.50 |