



Request for Proposal 20-41

TEMPORARY STAFFING SERVICES FOR THE CITY OF AURORA

PROPOSALS DUE

**Wednesday, September 2, 2020
at 2:00 p.m.**

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41

TEMPORARY STAFFING SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	Invitation	iii
	Proposer's Certification	01
	Proposer's Tax Certification	02
 <i>INSTRUCTIONS TO PROPOSERS</i>		
01	Requirements of Proposer	03
02	Acceptance of Proposals	03
03	Receipt of Proposals	04
04	Withdrawal of Proposals	04
05	Proposal Deposit	05
06	City's Agent	05
07	Investigation	05
08	Proposer Capability	05
09	Award	06
10	Payment	06
11	Prices	06
12	Taxes	07
13	Interpretation or Correction of Proposal Documents	07
14	Default	07
15	Regulatory Compliance	07
16	Cancellation	07
17	Signatures	07
18	Eligibility	08
19	Compliance with Laws and Regulations	08
20	Bonds and Insurance	08
21	Permits and Licenses	08
22	Insurance and Hold Harmless Provision	09
23	Workers Compensation Act	10
24	Minority Participation	10
25	Subletting or Assignment of Work	10
26	Prosecution of Work	11
27	Time	11
28	Questions	11

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TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
<u>APPENDIX A</u>		
<i>PROPOSAL SPECIFICATIONS</i>		
Section 1	Project Introduction and Purpose	01
Section 2	Minimum Qualifications	01
	General Requirements	02
	Illinois Non-Appropriation Clause	02
	Termination for Cause	02
	Response Instructions	03
	Format for Submission	03
	Examination of Service Area	04
Section 3	RFP Schedule	04
Section 4	Scope of Work	04
	Specific Requirements	04
	Personnel Employed by Staffing Agency	04
	Right of Refusal	05
	Pre-Employment Screenings	05
	Confidentiality	05
	City's Policies	05
	Computer Use	06
	Job Placement Assurance	06
	Interviews	06
	Subsequent City Employment	06
	Award	06
Section 5	Proposal Content	06
Section 6	Evaluation of Proposals	07
APPENDIX B	Contact Information	
APPENDIX C	Proposal Form	
APPENDIX D	Agreement	
APPENDIX E	Proposal Submittal Checklist	



CITY OF AURORA
REQUEST FOR PROPOSAL 20-41
**TEMPORARY STAFFING SERVICES
FOR THE CITY OF AURORA**

The City of Aurora is seeking proposals from qualified firm(s) to provide temporary staffing services and/or temp to hire staffing on an as needed basis for various department/divisions throughout the City of Aurora.

The Proposer(s) will provide candidates for temporary placement or temp to hire in areas that will include, but not limited to, general office, professional services, skilled labor or Information Technology/Engineering.

Sealed proposals will be received at the Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., CST, Wednesday, September 2, 2020** to determine proposals for the anticipated above named services.

Attached please find specifications and other pertinent documents necessary for you to respond to this request for proposal.

Any current temporary staffing service providers to the City of Aurora, IL must submit a proposal through this RFP process to be considered. Any existing contracts/agreements will be terminated upon award of this RFP.

A non-mandatory teleconferenced live streamed bid opening will be held regarding this RFP. Information regarding this opening, including the dial-in number and meeting link, will be posted to the city's website at <https://www.aurora-il.org/bids.aspx> 24 to 48 hours in advance of the bid opening.

The initial contract shall be through December 31, 2021 with two 1-year optional extensions based on mutual agreement between the City and the awarded Proposer(s).

All proposals are to be submitted on the request for proposal forms provided entitled: "Request for Proposal Temporary Staffing Services for the City of Aurora."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "20-41 Request for Proposal for Temporary Staffing Services for the City of Aurora." **The outside of the envelope must also be clearly labeled with proposer company name and address.**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Tuesday, August 25, 2020. Questions will be answered via addendum and posted to the City's website at

<https://www.aurora.il.org/bids.aspx> by 12:00 pm, Thursday, August 27, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the August 25, 2020 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

Any Proposer who owes the City money may be disqualified at the City's discretion.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from bidding on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2020

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2020.

By _____
(Signature of Proposer’s Executing Officer)

(Print name of Proposer’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2020.

Notary Public
(SEAL)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSER 20-41
TEMPORARY STAFFING SERVICES

INSTRUCTIONS TO PROPOSERS

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Request for Proposal Package; and (b) carry work and carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF PROPOSALS

- Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the proposer and the RFP Number must be shown in the upper left corner of the envelope.

- The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

- Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the proposal, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Proposal and execute the Work should the Proposal be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Proposal.

The Proposal will be awarded to the highest rated, responsive, responsible Proposer(s). In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that Proposers allow a minimum of four days for delivery through U.S. mail. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposer by a third party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507. City Hall is open to the public on Monday, Wednesday and Fridays. but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.
- b. Any Proposal received by the Purchasing Division **after 2:00 p.m. on Wednesday, September 2, 2020** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

No proposal deposit will be required.

06. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the Request for Proposal and contract in conjunction thereto.

07. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the proposal, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its proposal for all contingencies.

08. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Proposal.
- Unreasonable failure to complete a previous Proposal within the specified time or for being in arrears on an existing Proposal without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience, equipment, and/or personnel.
- **Any Proposer who owes the city money may be disqualified at the City's discretion.**

09. AWARD

It is the intent of the City to award the proposal to the highest rated, responsive, responsible proposer(s) meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; and (d) delivery or completion date.

If the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the proposal.

10. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* Please contact our office to get set up.

11. PRICES

- a. Unit prices shall be shown for at an hourly flat rate for each temporary employee.
- b. There will be no guarantee of minimum hours worked per temporary service or number of temporary staffing usage per firm. Unless otherwise specified, prices shall remain firm for the duration of the contract.

- c. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his authorized representative must initial any alteration in ink.)

12. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

13. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

14. DEFAULT

Time is of the essence of this proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

15. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

16. CANCELLATION

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Request for Proposal or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

17. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposers by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

18. ELIGIBILITY

By signing this proposal, the Proposer hereby certifies that they are not barred from bidding on this RFP as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

19. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This RFP shall be governed by and construed according to the laws of the State of Illinois.

20. BONDS AND INSURANCE

Payment and Performance Bonds will not be required for this contract.

Public Liability Insurance and Workers Compensation Insurance must be provided; all of which shall be acceptable to the City of Aurora.

21. PERMITS AND LICENSES

The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

22. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer’s expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer’s operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: “Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left”. Upon requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker’s Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

23. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the RFP, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

24. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

25. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City, or his Designee, shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City, or his Designee, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, or his Designee, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, or his Designee, in the manner and subject to all of the requirements specified in the contract.

26. PROSECUTION OF WORK

Proposers shall assure a suitable placement to a job order within three (3) business days from the time of the request and confirming the availability of a suitable placement to report at the required time.

In the event the selected Proposer is unable to commit to the job request, the City reserves the right to cancel the request and fill the requirement by soliciting other qualified sources.

27. TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Proposer or subcontractors.

28. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Tuesday, August 25, 2020. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 12:00 pm, Thursday, August 27, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the August 25, 2020 8:00 am cut-off date/time.**

It is the responsibility of the interested proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41
TEMPORARY STAFFING SERVICES

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understand these documents. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

Any current temporary staffing service providers to the City of Aurora, IL must submit a proposal through this RFP process to be considered. Any existing contracts/agreements will be terminated upon award of this RFP.

Purpose: The City of Aurora, hereinafter (“City”), located in Kane, Dupage, Kendall and Will Counties, Illinois, is seeking proposals from qualified firm(s) to provide temporary staffing services and/or temp to hire staffing on an as needed basis for various divisions throughout the City of Aurora. This agreement is not intended to circumvent the normal hiring procedure for the City.

The Proposer(s) will provide candidates for temporary placement or temp to hire in areas that will include, but not limited to, general office, professional services, skilled labor or Information Technology/Engineering.

The initial contract shall be through December 31, 2021 with two 1-year optional extensions based on mutual agreement between the City and the awarded Proposer(s).

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Proposer. The specification is not intended to exclude potential Proposers.

Proposers may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Proposer is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Proposer does not indicate alternatives to or deviations from the specifications, the City shall assume that the Proposer shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The RFP documents clearly identify certain issues where the City has left specification language open, or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contract. However, the City reserves the right to determine which specification language will be included.

General Requirements

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

The awarded proposer shall be issued a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Cause:

This Proposal may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Proposal is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this RFP shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this RFP is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Proposer must submit an original proposal response, marked as "original" and one (1) complete paper copy via mail, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Proposal by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Tuesday, August 25, 2020. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 12:00 pm, Thursday, August 27, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the August 25, 2020 8:00 am cut-off date/time.**

It is the responsibility of the interested proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

City Hall is open to the public on Monday, Wednesday and Friday. The City is accepting deliveries Monday through Friday.

Format for Submissions

A properly-prepared proposal shall consist of all price quotation sheets, accompanying schedules containing the required information as listed in the checklist, and a narrative presentation (the length of which shall be at the Proposer's discretion), accompanied by a signed cover letter of submittal on the Proposer's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Proposer by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Proposer from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled-in, using ink or entered in typed form. Any erasers or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Proposer is unable to provide a quotation on a given commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon, and/or the "No" column marked.

All commentary in the narrative where the Proposer addresses specifications, should refer to the Section and Subsection letter and number where appropriate, and should be discussed sequentially insofar as is possible.

Examination of Service Area

Proposers shall completely inform themselves of all the conditions under which service is to be performed, and all other relevant matters pertaining to the service required to be provided under the enclosed specification, including, but not limited to, all other factors which would affect execution and completion of the work covered by this proposal.

Section 3. RFP Schedule

Release of RFP	August 14, 2020
RFP Questions and Clarifications Deadline	8:00 am, August 25, 2020
RFP Addendum and Clarification Posted	12:00 pm, August 27, 2020
RFP Proposal Deadline	2:00 pm, September 2, 2020
Vendor Selection	September 2020
City Council Award	October 2020
Contract Effective Date	Upon execution with both parties

Section 4. Scope of Work

It is the intent of the City to enter into a multi-year agreement with qualified professional firm(s) for high quality temporary staffing services and temp to hire services on an as needed basis. The Proposer to provide temporary staffing services to the City of Aurora for the following areas:

- General Office/Administrative/Clerical
- Professional/Management
- Skilled Labor/Craftsman
- Information Technology/Engineering

Specific Requirements

Personnel Employed by Staffing Agency

All temporary personnel shall be employed by Proposer. The Proposer shall be responsible for all payroll, taxes, workers' compensation, insurance and other federal and state requirements for temporary personnel.

The Proposer shall have an abundant number of temporary personnel available at all times in order to eliminate overtime rates/charges.

The Proposer will ensure temporary personnel is suitable for work assignments and will immediately remove any temporary personnel at the request of City of Aurora.

Proposer will be responsible for, and immediately attend to, at their cost, any on-the-job injury that may occur.

Right of Refusal

The City of Aurora shall have the right at any time to refuse or determine unacceptable any temporary personnel sent by the Proposer. Refusal of any temporary personnel shall be in accordance with Equal Opportunity Employment Guidelines. The temporary personnel shall be immediately removed and prompt arrangements made for a suitable replacement.

Pre-Employment Screenings

The Proposer shall be responsible for conducting a thorough background check and pre-employment screening prior to a temporary personnel's placement with the City of Aurora. Alcohol and drug screenings will be conducted if required by City of Aurora for the placement. All background checks/screening information must be available to the City of Aurora upon request for review.

The City of Aurora shall also reserve the right to conduct its own background check if it is the best interest of the city to do so prior to temporary personnel placement.

Confidentiality

The Proposer acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Aurora and staff. Therefore, except as required by law, the Proposer agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorizations as related to the Contract.
- Disclosure of information includes, but is not limited to, verbal discussions, electronic mail messages, fax transmissions, voice mail communications, written documentation, "loaning" computer access codes/passwords and/or transmissions or sharing of data.

The Proposer understands that the City of Aurora, or other may suffer irreparable harm by disclosure of proprietary or confidential information and that the city may seek legal remedies available to it should such disclosure occur. Further, the Proposer understands that violations of this provision may result in immediate contract termination.

The Proposer further understands that information and data obtained during the employee's agreement shall be considered confidential, during and following the term of the Contract, and will not be divulged without the city's written consent and then only in strict accordance with prevailing laws.

The Proposer shall hold all information provided by the City of Aurora as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such information or materials.

City's Policies

The Proposer shall be responsible for compliance with all city policies, including but not limited to harassment, discrimination, and safety.

Computer Use

The Proposer shall be responsible for compliance with the city's computer usage policies, including, but not limited to, internet access and electronic mail (e-mail).

Job Placement Assurance

1. The selected Proposer shall assure a suitable placement to a job order within three (3) business days from the time of the request and confirming the availability of a suitable placement to report at the required time.
2. The selected Proposer shall provide the appropriate contact person(s) name(s), phone number(s), and email addresses with whom the city can contact to make requests. Automated systems or voicemail systems are not acceptable.
3. The selected Proposer may request additional time beyond the three (3) business day period, if needed. The city reserves the right to grant or refuse the time extension.
4. In the event the selected Proposer is unable to commit to the job request, the city reserves the right to cancel the request and fill the requirement by soliciting other qualified sources.
5. The City prefers to hire Aurora residents whenever possible and the successful Proposer should provide a history of placing Aurora residents by position title.

Interviews

Depending on the length or type of assignment, resumes and interviews may be requested. The city reserves the right to reject any temporary personnel, if at the city's discretion, the temporary personnel skill level does not meet the job qualifications.

Subsequent City Employment

The City of Aurora will not pay any charges or fees assessed by the selected Proposer if temporary personnel under the Contract subsequently becomes an employee of the city as a result of being hired by the city after application for a position through the open competitive personnel selection procedures of the city.

Award

Proposers may submit cost proposals on all or specific options indicated. The City of Aurora shall have the right to award a contract to multiple vendors should it be in the best interest of the city.

Section 5. Proposal Content

Proposals shall be prepared on standard 8.5" x 11" letter-sized paper. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced. Proposers should use supplemental sheets as necessary to supply information.

No proposals or materials will be returned to any potential Proposer.

In order to be considered responsive, proposals must at a minimum contain the following which shall become a portion of the proposal evaluation:

Introduction

- a. Provide name of the agency, website address, office address and main telephone and fax numbers.
- b. Provide name, title, telephone number and email address for the agency's primary contact person.
- c. Provide a brief profile of the agency. Include the types of services offered, number, size, and location of offices, designated business hours, years of industry experience, number of full time and part time employees etc.

Knowledge and Experience

- a. Describe the agency's experience in performing work of a similar nature in scope and size to that solicited in this RFP.
- b. Provide names of key personnel who will be assigned to this project and provide their relevant experience and qualifications.
- c. Provide minimum five (5) references of similar scope.

Work Plan and Methodology

- a. Provide a description of how the agency will accomplish the work and satisfy the City's objectives described in this RFP.
- b. Describe strategy, procedures, and systems for recruitment, screening, interviewing, and assigning temporary staff.
- c. Describe strategy and procedures for maintaining quality control, including options for reference and background checks for temporary staff candidates.

Cost of Services

- a. Provide payment terms and set forth a proposed rate schedule to complete staffing needs based on the information provided in the Scope of Services.
- b. Identify any additional fees, charge or expenses, if any.

Section 6. Evaluation of Proposals

The City will select qualified firm(s) that can demonstrate the highest level of support by performing the requested functions in an accurate and timely manner.

Evaluation criteria will include, but may not be limited to the following:

1. Responsiveness to the requirements set forth in this RFP.
2. Agency's capacity to provide needed services.
3. Agency's experience to provide needed services.
4. Agency's approach to providing the required services.
5. Cost of services.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41

TEMPORARY STAFFING SERVICES

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: _____

To order service:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41

TEMPORARY STAFFING SERVICES

PROPOSAL FORM

Due Date & Time: 2:00 p.m. CST, Wednesday, September 2, 2020

To: **City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the RFP.
 - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.
 - B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41

TEMPORARY STAFFING SERVICES

PROPOSAL FORM

The City of Aurora is accepting proposals to seeking proposals from qualified firm(s) to provide temporary staffing services and/or temp to hire staffing on an as needed basis for various divisions throughout the City of Aurora.

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The proposal also acknowledges that they will comply with said provision should they be awarded the contract.

All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

The undersigned agrees to provide Snow and Ice Control Services on Public Streets, representing the City of Aurora, for the period specified in the contract:

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

AUTHORIZED SIGNATURE _____
Title

EMAIL _____

PHONE #(_____) _____ FAX # (_____) _____ DATE _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 20-41
TEMPORARY STAFFING SERVICES

PROPOSAL FORM

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm

(If a Corporation)

Corporate Name _____
Signed by _____, President

Business Address _____

Insert (President) _____

CORPORATE SEAL Names of (Secretary) _____

Officers (Treasurer) _____

ATTEST:

Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 20-41

TEMPORARY STAFFING SERVICES

PROPOSAL FORM

I/WE propose to provide Temporary Staffing Service per the request for proposal specifications. Please state the fixed hourly rate, including all related fees, taxes, etc. that the City would be expected to pay for each of the following temporary employee classifications:

	2020	2021	2022
General Office/Administrative/Clerical			
Professional/Management			
Skilled Labor/Craftsman			
Information Technology/Engineering			

The City and the Agency(s) shall discuss positions that vary from the above four categories to establish hourly rates for any given position. Once established these rates will not change except on an agreed annual bases for the position.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

**CITY OF AURORA AGREEMENT FOR
TEMPORARAY STAFFING SERVICES**

THIS AGREEMENT, entered on this _____ day of _____, 2020 (“Effective Date”), for the Temporary Staffing Services (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Proposer”), located at _____.

WHEREAS, the City issued a Request for Proposal (“RFP”) on _____ for Temporary Staffing Services; and

WHEREAS, the Proposer submitted a response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Proposer.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, Proposer’s response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Request for Proposal 20-41

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Proposer shall perform the Services listed in the RFP, attached hereto as Exhibit 1.

3. Term. The initial contract is will be through December 31, 2021, with two 1-year extensions, subject to mutual consent between the City of Aurora and the Proposer.

4. Compensation.

a. Maximum Price. In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Section 7.2. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor _____ (SEAL)

**CITY OF AURORA
REQUEST FOR PROPOSAL 20-41
TEMPORARY STAFFING SERVICES**

EXHIBIT 1

(REQUEST FOR PROPOSAL)

**CITY OF AURORA
REQUEST FOR PROPOSAL 20-41
TEMPORARY STAFFING SERVICES**

EXHIBIT 2

(PROPOSAL FORM 20-41)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-41

TEMPORARY STAFFING SERVICES

SUBMITTAL CHECKLIST

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “20-41 Temporary Staffing Services.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- _____ Proposal Form (Appendix C)
- _____ Proposal Response – Section 5 Appendix A
- _____ Proposer’s Certification (Page 1)
- _____ Proposer’s Tax Certification (Page 2)
- _____ Contact Information (Appendix B)
- _____ Proof of Insurance
- _____ Signed Agreement (Appendix G)