



REQUEST FOR PROPOSALS
Issued by
WAKE COUNTY GOVERNMENT
for Provision of Part-Time and Full-Time Temporary Staff

I. Introduction

Wake County Government (the County) seeks proposals from qualified vendors to provide pay-rolled and recruited part-time and full-time temporary staff. As it relates to this document the following definitions apply:

- **pay-rolled** is where the individual is identified and placed on the staffing agency's payroll and used by Wake County through the staffing agency;
- **recruited** is when the staffing agency recruits an individual to fill a staffing need.

These position vacancies include, but are not limited to clerical staff, accounting staff, customer service, medical records staff, medical lab technicians, data entry specialists, information technology, election workers, x-ray technicians, dental assistants, invasive medical, pharmacists, child welfare, public health, social workers, and nurses. The Administrative services are utilized more than the other service areas. Interested bidders may bid on as many service areas that are applicable to your agency. The following definitions are to clarify service areas:

Invasive Medical positions – an invasive medical position may break the skin of the patient or have contact with mucosa or internal body cavities. Examples may include doctors, physician extenders and nurses.

Child Welfare – a child welfare temporary employee would provide services for Child Protective Services and must be fully-qualified and have NC Pre-Service Child Welfare Training with no lapse of service in NC Child Welfare in two years.

Public Health – a public health temporary employee would provide services in our Public Health area of Human Services. Examples may include nurses or physician assistants.

Interested vendors should be able to provide staff meeting minimum qualifications as defined by the County at the time of a temporary worker request and be able to state a definitive plan for delivering high quality service in a cost competitive manner. County hiring managers will dictate the hourly wage of each requested employee. Interested vendors must specify a single mark-up percentage for all service areas above the hourly rate for recruited employees and a single mark-up above the hourly rate for pay-rolled employees. Services may be awarded to multiple vendors. Interested vendors may bid on both pay-rolled and recruited workers or only one. Interested vendors may bid on a single service area or as many service areas that are applicable to their agency.

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Wake County's temporary services volume (approximate) for the previous three fiscal years (July-June) is as follows:

Department	FY20	FY21	FY22
Board of Commissioners		\$10,860	
Board of Elections	\$2,074,172	\$3,489,257	\$1,490,261
Capital Area Workforce Development			
Community Services	\$4,602		
County Manager			\$22,922
Covid-19	\$445,278	\$3,276,342	\$1,166,157
Environmental Services	\$97,816	\$57,786	\$61,838
Finance	\$35,518		
General Services	\$79,278	\$37,845	\$163,452
Housing & Community Revitalization	\$31,367	\$16,122	\$52,059
Human Services	\$2,159,957	\$1,756,117	\$3,248,197
Information Services	\$156,774	\$204,581	\$278,334
Register of Deeds		\$76,310	\$69,821
Tax Administration	\$148,048	\$133,694	\$84,386
Total	\$5,232,810	\$9,058,914	\$6,637,427

Contracts are executed for overall temporary services by County department based on the needs in each service area to meet current business demands. Assignment terms and hourly rates are based on individual department needs in conjunction with the specific position description. Services may be awarded to multiple vendors. Interested vendors may elect to limit proposals to a single service area

Board of Elections Workers

Wake County Board of Elections is responsible for conducting fair, efficient and accurate elections under North Carolina State election law. The following information details some of their nonpartisan activities.

- Perform technical procedures to ensure timely and accurate elections
- Maintain polling place communication and use agreements
- Voter education, notification and dissemination of election information
- Communicate, recruit, train and assign various workers for Election Day and Early Voting
- Provide maintenance, testing, and user support for voting equipment, laptop and desktop computers, and other IT equipment
- Process inventory and pack election supplies for transport
- Perform administrative campaign finance duties including manual report audits of all committees registered with Wake County and address discrepancies
- Scanning voter registration applications and absentee ballot requests, research, process the forms using data entry, verify information on forms for accuracy, assemble and package absentee by mail.
- Provide high level customer support by telephone and in person
- Deliver supplies to voting site throughout the county.

Upcoming Election Schedule

October 10, 2023	Municipal Election
November 7, 2023	Municipal Election
March 5, 2024	Primary
April 23, 2024 or May 14, 2024	Second Primary (if necessary)
November 5, 2024	General Election
October 7, 2025	Municipal Election

November 4, 2025

Municipal Election

Position Information (Board of Elections)

The Board of Elections hires temporary employees to work 40+ hours per week with various skill sets to plan, organize, train and conduct an election. The following chart shows the skills and experience needed as well as the volume and average time needed of the temporary employee. Position types that indicate driving needs must have a standard Class C Driver's License. Board of Elections carries insurance on all the rental vehicles. Agency's insurance must cover the drivers, passengers, and other vehicles.

Position Types	Dates	Average Position Length	Estimated Staffing Level – Payrolled	Estimated Staffing Level – Recruited
Voter Registration/ Absentee Assistant – Will require exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel. Must have strong communication and customer service skills. Must have a standard Class C Driver's License.	July 2023 – December 2024	18 Months	0-5	10-30
	July 2025 – December 2025	6 Months	0-5	10-20
Staffing Assistant – Will require exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel. Must have strong communication and customer service skills. Must have a standard Class C Driver's License.	July 2023 – December 2024	18 Months	0	1-3
	July 2025 – December 2025	6 Months	0	1
Admin Assistant – Will require a complex level of office support by assisting with planning, organizing, and coordinating day to day office tasks. Must have exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel.	July 2023 – December 2024	18 Months	0	1-2

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<p>Will require flexibility to perform different tasks daily. Must have strong communication and customer service skills. Must have a standard Class C Driver's License.</p>	<p>July 2025 – December 2025</p>	<p>6 Months</p>	<p>0</p>	<p>0-1</p>
<p>IT Technician Assistant – Will require general knowledge of hardware and software installation, ability to troubleshoot and problem solve technology issues and provide excellent customer service to staff and election workers. Must have a standard Class C Driver's License.</p>	<p>July 2023 – December 2024</p>	<p>18 Months</p>	<p>0</p>	<p>8-15</p>
	<p>July 2025 – December 2025</p>	<p>6 Months</p>	<p>0</p>	<p>4-6</p>
<p>Early Voting Assistant – Will require a complex level of office support by assisting with planning, organizing, and coordinating day to day Early Voting activities, exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel. Must have strong communication and customer service skills. Must have a standard Class C Driver's License.</p>	<p>July 2023 – December 2024</p>	<p>18 Months</p>	<p>0</p>	<p>2-4</p>
	<p>July 2025 – December 2025</p>	<p>6 Months</p>	<p>0</p>	<p>1-2</p>
<p>Early Voting Site Workers – Will require exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel and must have strong communication and customer service skills.</p>	<p>September 2023 – October 2023</p>	<p>1 month per election for 1 election</p>	<p>50-100</p>	<p>0</p>
	<p>October 2023 – November 2023</p>	<p>1 month per election for 3 elections</p>	<p>50-100</p>	<p>0</p>
	<p>February 2024 – March 2024</p>	<p>1 month per election for 1 election</p>	<p>400-750</p>	<p>Up to 300 per election</p>
	<p>October 2024 – November 2024</p>	<p>1 month per election for 1 election</p>	<p>1000-1500</p>	<p>Up to 500 per election</p>
	<p>September 2025 – October 2025</p>	<p>1 month per election for 1 election</p>	<p>50-100</p>	<p>0</p>

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	October 2025 – November 2025	1 month per election for 3 elections	50-100	0
Warehouse Assistant – Will require experience with light labor duties, supply inventory and general office tasks. Will be responsible for ensuring the timely delivery and pickup of election supplies while driving rental vans provided by the Board of Elections over a designated route. Must have a standard Class C Driver's License.	July 2023 – December 2024	18 Months	0	10-25
	July 2025 – December 2025	6 Months	0	4-10
Supply Distribution Assistant – Will require experience with light labor duties, traffic control, and maintaining a professional image.	October 2023	2 days per election for 1 election	0	30-40 per election
	November 2023	2 days per election for 1 election	0	30-40 per election
	March 2024	2 days per election for 1 election	0	30-40 per election
	November 2024	2 days per election for 1 election	0	30-40 per election
	October 2025	2 days per election for 1 election	0	30-40 per election
	November 2025	2 days per election for 1 election	0	30-40 per election
Remote Site Assistant – Will require experience with light labor duties, supply inventory, and maintaining a professional image. Must have a standard Class C Driver's License.	October 2023	2 days per election for 1 election	0	24-30 per election
	November 2023	2 days per election for 1 election	0	24-30 per election
	March 2024	2 days per election for 1 election	0	24-30 per election
	November 2024	2 days per election for 1 election	0	24-30 per election
	October 2025	2 days per election for 1 election	0	24-30 per election
	November 2025	2 days per election for 1 election	0	24-30 per election

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Training Assistant – Will require exceptional and accurate data entry skills along with computer software skills in Microsoft Word/Excel. Must have good communication and customer service skills and a professional image. Must have a standard Class C Driver's License.	July 2023 – December 2024	18 Months	0	1-2
	July 2025 – December 2025	6 Months	0	1-2
Trainers – Will require experience with elections, public speaking, communication, customer service skills, and maintaining a professional image.	August 2023 – October 2023	3 Months	2-5	0
	January 2024 – March 2024	3 Months	2-5	0
	August 2024 – October 2024	3 Months	2-5	0
	August 2025 – October 2025	3 Months	2-5	0

*These positions can be either recruited employees or subcontracted with a specialty staffing company to provide the employees.

II. Request for Proposals (RFP) – General Information

- A. Wake County reserves the right to reject any and all proposals, negotiate with any vendor, and make award(s) as are in the best interest of Wake County. Respondents to this RFP have no appeal rights or procedures guaranteed to them. Any contract award is contingent upon the availability of funds to purchase specified services. This RFP process is not necessarily designed to yield a low bid award.
- B. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- C. Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.
- D. The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- E. Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

III. Request for Proposals (RFP) – General Requirements

- A. This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***
- B. Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.
- C. The County must receive proposals no later than **3:00 pm, May 18, 2023**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.

- D. When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

Contact for Submission of Proposals and Questions:

Wake County Procurement Services
Wake County Justice Center, Suite 2900
300 S. McDowell Street
Raleigh, NC 27601
Attn: Melissa England
919-856-6327
Melissa.England@wake.gov

- E. The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.
- F. Submit written **questions** about this RFP to Melissa England by **5:00 pm, May 3, 2023**. No questions or requests for clarifications will be addressed after this time.
- G. Responses to questions will be posted at <https://www.wake.gov/departments-government/finance/current-business-opportunities> Any addenda and clarifications will be issued by May 8, 2023.
- H. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any written addenda, clarification, etc., after the May 3rd deadline

Schedule

Event	Date
RFP Issued	April 26, 2023
Deadline for Questions/Clarifications	May 3, 2023 by 5:00 pm
Addenda issued – questions/clarifications answered	May 8, 2023
Responses Due	May 18, 2023 by 3:00 pm
Evaluation of Responses	June 2023
Contract Start	July/August 2023

IV. Contracting Information

- A. The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done; the Proposer has knowledge and expertise to provide the scope of the work and is authorized to respond to this Request for Proposal. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so

that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

- B. By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.
- C. No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- D. The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit. The County shall cooperate with Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the County from liabilities that are in any way related to Contractor's performance under this Agreement.
- E. It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- F. This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.
- G. The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**
- H. Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of

the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

- I. Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under an Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Agreement with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. If any required insurance policy expires during the term of this Agreement, Proposer must provide a certificate of insurance to the Wake County Finance Department as evidence of policy renewal prior to such policy expiration. Proposer shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP.

- J. Under this Agreement, Proposer must have the ability to assign certain temporary contracted workers to driving activities if requested by Wake County. Per Wake County Policy, temporary and contracted non-Wake County employee workers may not drive County vehicles. In the event that a temporary contracted worker must drive on County business in a personal vehicle or a rented/leased vehicle, then and in that event 1) Proposer must comply with Wake County Driving Policy requirements for driving privileges when assigning temporary workers to driving activities (see Excerpt Wake County Driving Policy – Attachment C). 2) Proposer must verify driving records of temporary worker(s) that will be driving and Wake County Risk Management must be notified and be provided written approval that this process has been followed prior to commencement of any driving activities. 3) Proposer must assume financial responsibility for all driving activities undertaken by providing automobile liability coverage as specified in Section I, as well as all physical damage coverage, for owned, non-owned, rented, or leased vehicles being driven by temporary contracted workers.

Wake County may in its sole discretion opt to rent or lease vehicle(s) for the performance of governmental activities. The Proposer's obligation to insure applies whether or not Wake County has rented or leased the vehicle driven and/or obtained a Collision Damage Waiver in connection therewith. Proposer shall be required by the terms of the Agreement to indemnify and hold harmless Wake County in the event of any damage arising out of the operation or use of any vehicle under the Agreement.

- K. Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.
- L. This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.
- M. Wake County is subject to North Carolina's Public Records Act located in Chapter 132 of the North Carolina General Statutes. As a result, information submitted to and received by Wake County in response to a Request for Proposal/Request For Bid/Request For Quote/Request for Qualifications, or any other procurement method (collectively "Procurement Process"), is considered public record and may be released for public inspection after the contract award, or as otherwise permitted under NCGS § 143, without further notice to the proposer. The County does not intend to elicit confidential or trade secret information in response to a Procurement Process and assumes no responsibility for the submission of such information. Wake County reserves the right to share any information submitted in response to a Procurement Process with any person(s) or firm(s) involved in the review and evaluation phase of the Procurement Process.

If a proposer nonetheless submits information in a bid proposal or other response to a Procurement Process and it considers such information to be confidential, then all four requirements of [NCGS 132-1.2](#) "Confidential Information" must be met for the County to consider withholding the information from public inspection in response to a public records request. **Among other legal requirements, information deemed to be "confidential" or "trade secret" by proposer must be clearly marked as such on the face of the document(s) at the time of the initial disclosure/submittal of RFP.** In addition, although not required by law, Wake County requests that any proposer who submits a proposal or response containing any such designation of confidentiality also submit a second copy of the proposal or response with the respective page(s) or section(s) redacted. The County will not agree to withhold an entire proposal or response from public inspection, thus proposers should refrain from including blanket restrictions on disclosure or all-encompassing claims of confidentiality.

When a public records request is made for information contained in or attached to a proposal or response that has been clearly marked as "trade secret" or "confidential" upon its submission, Wake County may, in its discretion and without further notice, release the redacted copy of the proposal or response to the requester if one has been previously submitted. Otherwise, the proposer will be notified of the request and given an opportunity to provide within a reasonable period a written explanation of the basis for claiming protection under N.C.G.S. 66-152 and N.C.G.S. 132-1 and/or a redacted proposal or response. The County shall make the final determination on release of the information. Should any civil action be brought against the County in an effort to compel or prevent the disclosure of information contained in a proposal or response that is deemed confidential by a proposer, the proposer may participate at its own expense; and by deeming any information in a proposal or response confidential, proposer further agrees to indemnify and hold harmless the County for and against any costs incurred by the County as a result of such litigation, including but not limited to fees or expenses arising out of N.C.G.S. 66-153 and N.C.G.S. 132-9.

- N. Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- O. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and

affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

- P. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State
- Q. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):
Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)
- R. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.
- S. Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.
- T. Each County Department may enter into a contract, for a length of no more than one year, based on their need for temporary services; and will be able to use any awarded vendor for the next three to five years depending on need. Contracts will be executed on a Wake County contract template and upon execution; vendor will be required to submit a certificate of insurance. Two sample templates with insurance requirements are included as Attachment B; one is specific to the Human Services Department. Wake County will not execute a contract for temporary staffing services using a vendor-generated template. While every effort will be made to encourage participation from all Wake County Government departments, no guarantees are made as to the estimated volumes or dollar amounts.
- U. Pricing must remain firm and fixed for a period of three years beginning July 1, 2023. If pricing is not fixed for a three-year period, proposer should provide details of any price increase. Single state background checks, security investigations, DMV/MVR checks and credit checks may be required at the discretion of the County department as a condition of beginning and continuing work. The cost of the checks is the responsibility of the Contractor and may be passed onto the County as a pass-

through cost. Any federal or state mandated costs need to be included in the mark-up price and should not be listed as a separate cost.

- V. The intent is to keep the number of vendors awarded to a minimum in each service area. Each county department will be notified of the awarded vendors, the service areas that can be provided, the mark-up rates and contact information. Departments will contact vendors when they have a need for temporary staffing and ensure a contract has been executed between the specific County department and the Contractor. Awarded vendors may contact individual departments; however, no provisions will be made to provide contact names, time, space, facilities, etc for presentations or meetings.

V. Submission Criteria

- A. Interested vendors must submit one (1) original, two (2) hard copies and an electronic version of their proposal on a USB drive to the address indicated above. Responses should not be submitted bound or in a binder, but with one staple or binder clip in the upper left-hand corner. Promotional materials are not desired.

B. Proposals must include:

1. A completed Pricing Sheet (Attachment A)
 - a. Length of time when a recruited employee converts to a pay-rolled employee, if applicable
 - b. Board of Elections Section – if responding to service area
2. Service Guarantee
 - a. Time period in which vendor can fulfill staffing requests, background check, drug test screening and complete onboarding.
3. Employee Benefits and Associated Costs – including employee payment options
4. Screening Practices and Associated Costs (can be a price range)
 - a. Background Check (Criminal and Credit)
 - b. 5 Panel Drug Testing (cocaine, amphetamine/methamphetamine, opiates, PCP, and TCH)
 - c. Verification of Education and Credentials
 - d. Verification that individuals are eligible for employment in the United States
 - e. Verification that bilingual staff demonstrate English proficiency
 - f. National Sex Offender Registry, applicable dependent on assignment
 - g. Testing and training methods used to validate a candidate skill set to match comparable job requirements
 - h. Basic workplace skills including communication skills, telephone skills, customer service, and time management
 - i. Retention and recognition process
 - j. Attendance program process: reliability, punctuality, attendance
 - k. Professional appearance
5. Timecard Submission and Approval Processes (to include details if online portal is available for logging in and viewing tax forms and regular paystubs)
6. Overview of Billing Practices
 - a. Indicate if billing and invoice generation is onsite or offsite
 - b. Indicated timeline for regeneration of invoice in the event of a discrepancy
7. Transition process for existing temporary staff and returning seasonal staff
8. On-Site Account Management – **Currently only required for the Wake County Board of Elections**
 - a. Provide a description of your ability to offer a dedicated on-site management team with possible 24/7 access, including:
 - o How you would partner with a Wake County Board of Elections to manage a high-volume temporary workforce
 - o On-boarding complexity for temporary staff

- Data reporting
 - Number of current or previous on-site partnerships your company manages
 - Proximity of your local office to the Wake County Board of Elections Operations Center at 1200 N New Hope Road, Raleigh 27610 that would support an on-site relationship
 - Resources the Wake County Board of Elections would need to provide to the on-site manager
 - Detailed Fee Structure (i.e. cost per person, per month, per year, per hour, etc)
 - Organizational structure in the event the On-Site Account Manager is unavailable.
9. Buyout Clause, the cost to Wake County if the temporary employee is hired permanently, if any
10. Recruitment Methods
- a. Provide a description of the ongoing recruitment and selection process used to maintain an ample pool of qualified temporary staff, including:
 - Geographical areas of residence for the majority of your temporary employees
 - Total number of individuals that are currently available to fill temporary staff positions by service line
 - Your company's target audience
 - Process for high volume recruiting for short and long-term assignments
 - Recruiting by skill set and job requirement
 - Convenience options for temporary employee onboarding
 - Recruiting for bilingual positions
11. Experience and Past Performance; List of Current Accounts (local references desired).
References must include:
- Organization/company name
 - Address and phone number and email address
 - Contact person
 - Description and dates of service
 - Total number of temporary staff assigned to account
12. Organizational chart of those individuals that would be involved in the contract.
13. Company's Legal Name/Address; Primary Contact's Name/Title/Address/Phone/Email address; Name and Title of Company Representative who is Authorized to Sign Contract
14. Agency Qualifications
- a. Provide a brief description of the services that would be provided
 - b. Provide a description of how the organization/company would ensure the quality and timeliness of communication with Wake County departments. Include guaranteed response times for the following:
 - Response to telephone, voicemail messages and emails
 - Filling of routine temporary staffing requests
 - Reporting of temporary staff absences and same-day replacement if requested
 - Response if the above guarantees are not met
 - List all office locations in Wake County that would service Wake County departments
 - OnBoarding (drug testing and background check competition)
 - Weekend Support
 - Non-business Hours Support
 - Provide a description of the agency staff qualifications, including,
 - Description of the individual(s) who would be responsible for servicing Wake county accounts, including their qualifications and length of service in their current position
 - Describe what you would do to ensure consistency of the service to Wake County departments in the event that there is a change in the primary contact assigned to a department

VI. Evaluation Criteria

A review panel will evaluate all qualified proposals against pre-established criteria. All vendors will be evaluated equally on the same criteria. The major evaluation criteria are listed below (in no particular order), although other criteria may also be considered:

- A. Salary Mark-up Percentage for Recruited Employees
- B. Salary Mark-up Percentage for Pay-rolled Employees
- C. Service Guarantee – Time period in which vendor can fulfill staffing requests
- D. Experience and Past Performance
- E. Transition Process for existing staff
- F. Screening Practices
- G. On-Site Account Management