

PROJECT CODE # 3840

REQUEST FOR PROPOSALS

For Temporary Staffing Agency Services



ISSUE DATE:

September 13, 2010

www.nycedc.com/RFP

TEMPORARY STAFFING AGENCY SERVICES RFP

I. REQUEST FOR PROPOSALS

New York City Economic Development Corporation (“NYCEDC”) is issuing this request for proposals from temporary staffing agencies to provide NYCEDC with qualified temporary staffing services, primarily for Administrative Assistant, Accounting Staff and Clerical staff temporary positions.

Each temporary staffing agency that submits a proposal in response to this Request For Proposals (the “RFP”) shall be referred to as a “Proposer”. The Proposer(s) ultimately selected through this RFP process, if any, are referred to individually and collectively as the “Staffing Agency”.

TERM

The Staffing Agency will enter into a service agreement (“Service Agreement”) with NYCEDC for a term of three (3) years, with two options to renew, each for one (1) year (for a potential total Term of five (5) years), which renewal options may be exercised at the NYCEDC’s sole discretion.

PROJECT MANAGER

The Project Manager for this RFP is Rachele Maouchi. Please direct all RFP questions and/or requests for clarifications in writing by email to:

Rachele Maouchi

Email address: temprfp@nycedc.com



If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is 212-504-4115.

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II. REQUEST FOR PROPOSALS TIMETABLE

The following schedule has been established for this Request for Proposals.

RFP Release Date:	September 13, 2010
Questions/Clarifications Deadline for Proposers to submit in writing by:	September 24, 2010 @5:00p.m.
NYCEDC Response Date to Questions/Clarifications:	October 1, 2010
The Proposals are Due by:	October 6, 2010 @4:00 p.m.
Method for Delivery of Proposals:	By Hand or First Class Mail
Submit to:	Maryann Catalano Senior Vice President Contracts
NYCEDC Address and Mailing Address:	NYCEDC 110 William Street, 6th Floor New York, NY 10038

Questions and requests for clarification must be submitted by Proposer in writing to the Project Manager on or before September 24, 2010 by 5:00 p.m. at the following Email address: temprrfp@nycedc.com

The Responses to the Questions/Clarifications shall be available on NYCEDC's website at www.nycedc.com/RFP ("Website") by **October 1, 2010**.



If you have a physical disability and cannot deliver your proposal to NYCEDC, please contact the Project Manager(s) at least 48 hours prior to the deadline and special arrangements will be made for you.

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III. TEMPORARY STAFFING SERVICES

A. OVERVIEW OF NYCEDC

New York City Economic Development Corporation (referred to as the “NYCEDC”) is the City of New York’s primary engine for economic development and is charged with leveraging the City of New York’s assets to drive growth, create jobs and improve quality of life. NYCEDC’s employees are regularly engaged in the management and execution of complex, high profile projects throughout the City of New York. The projects incorporate private and public sector professionals in a wide range of areas including real estate development, finance, planning, budget and construction. These projects often require extensive staff time. At times, for these reasons and a variety of other reasons and circumstances, the need for staff support exceeds the available staff.

B. OVERVIEW OF THE TEMPORARY STAFFING SERVICES

The primary purpose of this RFP is to select one or more temporary staffing agencies to assure that NYCEDC has ready access to temporary staff for the following three classifications: Administrative Assistant, Accounting Staff, and Clerical Staff¹. The selected Proposer(s) shall be expected to promptly provide NYCEDC with highly skilled administrative support staff that are available on short notice and that have been thoroughly screened and are articulate, reliable, on time and possess quality office experience.

C. SCOPE OF SERVICES

The “Services” shall mean all the necessary elements, steps, procedures and marshalling of resources to assure first rate, reliable employees are promptly assigned to NYCEDC’s temporary staffing positions (and at the request of NYCEDC, possibly staffing positions with the City of New York and/or Apple Industrial Development Corporation), including, without limitation, the Proposer maintaining sufficient number of quality personnel to interface with NYCEDC, appropriate candidates to fill NYCEDC’s staffing requests, together with the Proposer having the experience to properly screen the potential temporary staff and resolve any issues that arise out of the selected Proposer’s or any candidates’ performance.

¹ However, NYCEDC reserves the right to request the selected Proposer(s) to provide additional classifications of staff and employees at any level for temporary staffing, temporary to hire and/or permanent placement positions (referred to as “Additional Staffing”) upon the same contract terms and conditions; the selected Proposer(s) shall have the option, within twenty four (24) hours of such Additional Staffing request to accept the request, decline the request and/or propose such terms and conditions that are mutually acceptable to both Corporation and that selected Proposer.

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The services to be provided by the selected Proposer(s)'s temporary staffing agencies shall include, but are not limited to:

TASK 1: PROVISION OF TEMPORARY EMPLOYEES

Objective: The temporary staffing agency (hereafter: "Staffing Agency") shall provide NYCEDC with qualified temporary staffing services for the following categories: administrative assistants, accounting staff and clerical staff. The temporary workers provided shall meet the minimum educational and experiential requirements delineated by the job description.

*Administrative Assistant –provides secretarial and administrative support to agency staff, as further described in Exhibit 1.

*Accounting Staff, as further described in Exhibit 1

* Clerical Staff, as further described in Exhibit 1.

TASK 2: PROCEDURES FOR REQUESTING TEMPORARY EMPLOYEES

Objective: The designated Human Resources Representative(s) (hereafter: "Representative") shall request temporary staffing services and provide the appropriate job information.

*The information from the Representative to the Staffing Agency for each request shall include, without limitation:

- Staffing category and summary of duties
- Assignment start date
- Estimated assignment end date, if reasonably ascertainable
- Daily work schedule hours, if applicable
- NYCEDC point of contact

*Such requests by the Representative shall be made to a selected Proposer at least 24 hours in advance of the date and time of the requested service. However, if a request is made less than 24 hours in advance, the selected Proposer(s) shall have the option of accepting or declining the request.

*The selected Proposer(s) shall be responsible for promptly providing a status report (preferably within one (1) hour of a request for temporary staffing services) and shall make every effort to fill the request for temporary staffing services within one (1) business day of receipt of such request.

*In the event that it is necessary, the Staffing Agency shall be responsible for following up with any questions or requests for further information as necessary to provide the most qualified temporary employee for NYCEDC.

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*NYCEDC reserves the right to reject any and all candidates or relieve from further work any and all temporary employees provided by the Staffing Agency, at any time, with or without cause or reason.

Deliverables: Qualified temporary staff.

TASK 3: PROCEDURES FOR RECRUITING AND PLACING TEMPORARY EMPLOYEES

Objective: The Staffing Agency shall be responsible for properly vetting each candidate prior to submitting documentation to NYCEDC. The recruiting process should include a thorough pre-screening process which includes an in-person interview and discussion of the role as well as salary requirements. After properly vetting the candidate(s), the Staffing Agency shall submit to the Representative a resume and brief description for each candidate. The Representative shall then follow up with a phone call to the Staffing Agency to further discuss the candidates' qualifications. The Staffing Agency shall be responsible for making all necessary arrangements with the candidate(s), including setting up interviews at a mutually agreeable time and ensuring that candidates arrive in a timely fashion. During the interview process it will be the responsibility of the Staffing Agency to manage the candidates, including interview schedule, salary expectations and negotiations, start date and end date. All final hiring decisions are at the sole discretion of NYCEDC.

*The Staffing Agency shall have temporary employee applicant screening procedures in place that may include, but are not limited to:

- Evaluation of general knowledge and skills
- Computer competency testing
- Verification of work experience and capabilities through reference checks
- Ability to provide results of a background investigation check, if NYCEDC requests for specific assignments

*The Staffing Agency shall identify the member of its staff who will have primary responsibility to perform and/or supervise and coordinate the performance of the Services ("Primary Contact").

*The Staffing Agency shall:

- Propose a temporary employee at the appropriate level with the experience, knowledge and ability suitable for the specific staff position
- Provide a resume that includes the temporary employee's qualifications and evidence of reference checks

*The Staffing Agency shall serve as the point of contact between NYCEDC and the temporary employee for performance and attendance issues.

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*The Staffing Agency shall provide a substitute in the event of either the planned or unplanned absence of an assigned temporary employee. NYCEDC will review the substitute's resume, qualifications, and the results of reference checks and may reject the employee based on this review.

Deliverables: A resume and brief description for each candidate.

TASK 4: REPORTING

Objective: The Staffing Agency shall submit the following quarterly report, in Microsoft Excel format, showing usage of temporary staffing services.

*The Staffing Agency shall maintain the monthly reports and all other records in connection with the Service Agreement for a period of six years after termination of this Service Agreement

*The report shall track and identify per temporary employee the total number of hours and days worked and total number of hours and days that remain before reaching a twelve month (and/or such other set period of time, as determined by NYCEDC) maximum.

Deliverables: A report which includes, but is not limited to, temporary employee's name, department, temporary employee hourly rate (regular and any overtime), total bill hourly rate (regular and any overtime), and number of hours worked during the month. The report shall also track and identify the total number of hours worked and total costs for the entire assignment to date. The report shall be submitted to the Representative on a monthly basis and submitted via e-mail.

TASK 5: INVOICES

Objective: The Staffing Agency shall submit a bi-weekly or monthly, itemized invoice for payment to NYCEDC. The invoice shall indicate the hourly rate of pay, total billable hours and the total cost for the temporary employee.

Deliverables: A bi-weekly or monthly itemized invoice for payment to NYCEDC

TASK 6: PLACEMENT OF TEMPORARY WORKERS ON A PERMANENT BASIS

Objective: In the event that a temporary worker receives a job offer to become a regular fulltime employee with NYCEDC, each Proposal must set forth whether the Staffing Agency would require a placement fee and, if yes, then what would be the amount of the percentage fee, hourly rates and length of time such placement fee would remain in effect.

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IV. RFP INSTRUCTIONS, SUBMISSIONS AND SELECTION

A. PROPOSAL SUBMISSION INSTRUCTIONS

The proposal should be typed on both sides of 8 ½" x 11" paper. Pages should be paginated. NYCEDC requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). The Proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by NYCEDC in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to City and NYCEDC's approval. Oversized drawings may be submitted, but must be accompanied by 8 ½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted.

Proposers shall submit six (6) sets of the proposal (including six sets of all required attachments) and should submit one (1) electronic version of the proposal to NYCEDC.

The following information should be printed on the outside of the large proposal envelope:

- **Proposer's name and address**
- **Project Code # 3840**
- **Due date: October 6, 2010 @ 4:00 p.m.**
- **Temporary Staffing Agency Services RFP**
- **The Three (3) envelopes described and labeled as required below.**

B. PROPOSAL SUBMISSION REQUIREMENTS

Three (3) Separate Envelopes:

1. **Envelope One for the Proposal Only. Labeled: "Proposal for the provision of Temporary Staffing Agency Services"**
2. **Envelope Two for the Doing Business Data Form Only. Labeled: "Doing Business Data Form for the provision of Temporary Staffing Agency Services"**

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3. **Envelope Three for Rates and Percentage Mark-up Compensation.** Labeled: “Rates and Percentage Mark-up Compensation Proposals for the provision of Temporary Staffing Agency Services”

Proposer should include the following in the Proposal Envelope Three:

A Compensation Proposal is to be provided by the Proposer as part of the proposal for this RFP in Envelope Three labeled: “Rates and Percentage Mark-up Compensation Proposals for the provision of Temporary Staffing Agency Services”. The contents and requirements for the Compensation Proposal are described above in Exhibit 3 of this RFP.

4. The Proposal in **The Envelope One** is to include, without limitation, all of the following items:

- A) a Letter of Introduction with the Proposal Form attached as Exhibit 2
- B) the Acknowledgement of Addenda attached as Exhibit 4 (if applicable);
- C) a statement of the Proposer’s approach to the Services that clearly demonstrates an understanding of the Scope of Services;
- D) a statement of the Proposer’s experience and ability to promptly provide first rate, reliable employees to work in NYCEDC’s temporary staffing positions;
- E) **Experience.**
 - (i) A description of services it has previously provided to governmental and quasi-governmental organizations and at least five (5) additional private sector clients with similar requirements to those contained herein.
 - (ii) Written statements of reference or the names, addresses and telephone numbers of administrators or contract officers, who can explain the Proposer’s involvement and the scope of services, should be included.
 - (iii) Resumes and a detailed description of the Proposer's Primary Contact’s professional qualifications, and should demonstrate extensive experience, including, providing information, if any, on any staffing services with any governmental agencies or non-profit organizations (in addition to the for profit clients) in the New York metropolitan market.
 - (v) a Statement demonstrating that it has sufficient personnel, resources and experience to provide the proposed temporary staffing services, including documentation and other information evidencing the capability of the Proposer and of the Proposer’s Primary Contact with NYCEDC, method of properly vetting each candidate prior to submitting documentation to NYCEDC; the recruiting

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process and thoroughness of the pre-screening process (e.g., in-person interview and discussion of the role) with a brief summary description and the names of all employees that the Staffing Agency anticipates shall be working with or communicating with NYCEDC.

F) Staffing Agency Information.

(i) Staffing Agency name and location(s) of business;

(ii) Name, address, telephone number(s), facsimile number and e-mail address of the contact person(s) with authority to negotiate and contractually bind the Proposer;

(iii) Description of the Proposer's organization including, without limitation, a list of directors, officers, members, partners and shareholders, as applicable;

(iv) Number of years in business;

(v) Description of all subsidiaries and affiliates;

(vi) Three (3) years financial statements prepared in accordance with generally accepted accounting principles.

C. PROPOSAL SELECTION CRITERIA

Proposals will be evaluated by a selection committee composed of NYCEDC employees and may include other individual(s) with prior experience in the employment industry. Selection will be based upon the criteria listed below.

The following evaluation criteria are listed in order of importance and will be used to evaluate proposals during this process:

(1) Compensation Proposal

Consisting of the amount of the Rates and Percentage Mark-Up Compensation and /or any Alternative Compensation Proposal and, if applicable, a placement fee referred to in Task 6.

(2) Experience of Proposer, Primary Contact and Quality of Proposal

Including, without limitation, the Staffing Agency having been in business at least five (5) years and the Primary Contact having at least four (4) years experience in the temporary staffing services business.

(3) Approach and Strategy to Providing the Temporary Staffing Services

Including, without limitation, the Proposer's strategy, plan and approach to meeting NYCEDC's staffing requests.

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V. RFP TECHNICAL TERMS AND CONDITIONS

In addition to those stated elsewhere, this RFP is subject to the terms and conditions stated below:

1. **Proposals From Principals.** Only proposals from principals will be considered responsive. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.
2. **NYCEDC Reservation of Rights.** This is a “Request for Proposals” and **not** a “Request for Bids”. NYCEDC shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, NYCEDC reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any Proposers to this RFP; award a contract to as many or as few or none of the Proposers as NYCEDC may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the Proposers; request best and final offers from one or more of the Proposers, in its sole discretion; make an award without further discussion of any proposal submitted; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more Proposers; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in NYCEDC's sole discretion. NYCEDC may exercise any such rights at any time, without notice to any Proposer or other parties and without liability to any Proposer or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of NYCEDC.
3. **Communications.** Addenda issued by NYCEDC will be the only authorized method for communicating clarifying information to all potential Proposers. NYCEDC will distribute all addenda to all entities known to have received this RFP. Additionally, NYCEDC will post all addenda on its website at www.nycedc.com/RFP. However, Proposers should contact NYCEDC before submitting a proposal to verify that they have received any and all addenda issued. Proposers must acknowledge the receipt of any addenda by submitting Exhibit 4 (Acknowledgment of Addenda) with their proposal submissions. All questions / requests for clarifications from Proposers must be received no later than **@ 5:00 p.m. on September 24, 2010.**

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4. **Costs.** NYCEDC shall not be liable for any cost incurred by the Proposer in the preparation of its proposal or for any work or services performed by the Proposer prior to the execution and delivery of the Service Agreement. NYCEDC is not obligated to pay any costs, expenses, damages or losses incurred by any Proposer at any time unless NYCEDC has expressly agreed to do so in writing.
5. **City Not a Party.** The City is not a party to this RFP, has made no representation to any prospective Proposer and shall have no liability whatsoever in connection with this RFP.
6. **Applicable Law.** This RFP and any Service Agreement or any other agreement resulting herefrom are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.
7. **Additional Work.** During the Service Agreement, NYCEDC, in its sole discretion, may choose to work with the selected Staffing Agency and/or hire its services for projects other than or that exceed the Scope of Services described herein. NYCEDC's decision to do so may be based on the firm's relevant experience and its successful performance under the Service Agreement.
8. **Freedom of Information Law.** All proposals submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A Proposer may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.
9. **Investigations/Derogatory Information.** The Proposer, the members of its Staffing Agency Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, must complete a background questionnaire and shall be subject to investigation by NYCEDC and the City's Department of Investigation. The selection of a Proposer may be rejected or revoked, or the Service Agreement, if awarded, terminated for cause, in NYCEDC's sole discretion, in the event any materially derogatory information is revealed by such investigation or otherwise including, without limitation, that any such persons or any other persons substantially involved in the Proposer's activities has committed any of the acts or omissions specified as the grounds for debarment in the City's *Procurement Policy Board Rules*.
10. **Doing Business Data Form.** Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such

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terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, Proposers responding to this solicitation are required to complete the attached Doing Business Data Form (see Exhibit 5 of this RFP entitled Doing Business Data Form) and return it with this proposal submission. If the responding Proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form. If NYCEDC and/or the City determines that a Proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the Proposer will be notified by NYCEDC and/or the City and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the City. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

11. **News Releases.** Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from NYCEDC. All news and press releases pertaining to this RFP must be made in coordination with NYCEDC.
12. **Disclaimer.** NYCEDC and the City, and their respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, NYCEDC and the City do not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by Proposers or potential Proposers in connection with or otherwise related to the RFP.

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VI. SERVICE AGREEMENT: TERMS AND CONDITIONS

The Service Agreement shall contain, among other terms, certain provisions required by law, by policies of the City, and the City Contract including, without limitation, the following:

Staffing Agency is an independent contractor and that neither it nor any of its employees is or shall be an agent, servant or employee of the City or NYCEDC;

Staffing Agency shall defend, indemnify and hold harmless the City and NYCEDC against any claims or damages relating to its acts and omissions;

Staffing Agency shall maintain financial and other records relating to the Service Agreement, including, without limitation, payroll records, for a period of six (6) years from the end of the Service Agreement Term, and shall make such records available for inspection and audit;

Staffing Agency has no conflicts of interest with, or outstanding financial obligations owing to, the City;

Staffing Agency maintains insurance at least the following insurance coverage: Commercial General Liability Insurance; statutory limits of Worker's Compensation, Employer's Liability, and Disability Insurance; and, to the extent applicable, Commercial Automobile Insurance and Professional liability: in the amount of \$1,000,000 shall be maintained during the performance of the Services and for an additional three (3) years after completion/termination of this Service Agreement. All policies other than Employer's Liability, Worker's Compensation and Disability must name New York City Economic Development Corporation (NYCEDC), the City of New York (City), and Apple Industrial Development Corp. (Apple), and any other entity required by NYCEDC as an additional insured. The Commercial General Liability insurance shall be written on ISO Form CG 00 01 or its equivalent, for bodily injury (including, death), and for property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall include a contractual liability endorsement to insure Staffing Agency's obligations under the Service Agreement, and shall conform to independent contractors coverage. All these policies of insurance shall contain a written waiver of the right of subrogation with respect to all of the named insureds and additional insureds, including, without limitation, the City, Apple and NYCEDC, and any other entity required by NYCEDC. Policies providing for applicable insurance shall be issued only by insurance companies that may lawfully issue the required policy and that have a rating in the latest edition of "Bests Key Rating Guide" of "A:VII" or better, or another comparable rating reasonably acceptable to NYCEDC. Additional matters regarding the insurance shall be addressed in the Service Agreement.

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Staffing Agency shall adhere to all Federal, New York State and New York City laws, rules, regulations, directives and restrictions.

Staffing Agency is licensed to conduct business in the State of New York;

Staffing Agency shall comply with the City's requirements regarding vendor background investigations, which include a review by the City's Department of Investigation of the City's past experience with the Staffing Agency;

Staffing Agency shall complete and submit the Business Entity Questionnaire and a Principal Questionnaire for each principal of the Staffing Agency (collectively, the "Vendex Clearance Forms");

Staffing Agency shall complete and submit the Doing Business Data Forms;

Staffing Agency shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Service Agreement. The Staffing Agency must further agree that it shall employ no person having such a conflict of interest in the performance of the Services;

Staffing Agency shall agree that, in addition to termination for cause, the Service Agreement may be earlier terminated by NYCEDC on thirty days' notice to the Staffing Agency, for any reason whatsoever. If this Service Agreement is terminated, the Staffing Agency shall receive equitable compensation for the Services that have been satisfactorily performed by the Staffing Agency up to the date of the termination.

Staffing Agency shall agree to New York County as the venue in any legal action or proceeding between the Staffing Agency and NYCEDC;

Staffing Agency acknowledges that the Service Agreement shall be assignable to the City; and

Staffing Agency comply with the City's prohibition of certain business practices with respect to Northern Ireland. Executive Order 50 Supply and Service Rider. This rider contains equal opportunity requirements mandated under Executive Order No. 50 (1980).

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**NYCEDC CONTRACT NO. 38400001
PROJECT CODE NO. 3840**

**EXHIBITS
TO
REQUEST FOR PROPOSALS**

- | | |
|------------------|---|
| EXHIBIT 1 | DESCRIPTIONS OF THREE STAFFING POSITIONS:
1) ADMINISTRATIVE ASSISTANT,
2) ACCOUNTING STAFF
AND
3) CLERICAL STAFF |
| EXHIBIT 2 | SAMPLE PROPOSAL FORM |
| EXHIBIT 3 | COMPENSATION PROPOSAL SCHEDULES:
1) SCHEDULE I – RATES and PERCENTAGE MARK-UP
COMPENSATION SCHEDULE
2) SCHEDULE II – ALTERNATIVE COMPENSATION
PROPOSAL, IF ANY |
| EXHIBIT 4 | ACKNOWLEDGEMENT OF ADDENDA |
| EXHIBIT 5 | DOING BUSINESS DATA FORM |

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EXHIBIT 1 TO REQUEST FOR PROPOSALS

DESCRIPTIONS OF THREE STAFFING POSITIONS:

- 1) ADMINISTRATIVE ASSISTANT,
- 2) ACCOUNTING STAFF, AND
- 3) CLERICAL STAFF

RFP Job Descriptions

ADMINISTRATIVE ASSISTANT

Key Responsibilities:

- Provide administrative and logistical support to department head and other department staff as needed.
- Maintain familiarity with departmental projects and external partners.
- Manage production of support materials for meetings and functions.
- Help arrange staff and client meetings along with any required logistics.
- Manage calendars, fill out time sheets, weekly scheduling reports, and create and submit reimbursable as needed.
- Create, format, and edit documents and presentations in a variety of formats including Word, Excel, and PowerPoint.
- Conduct research using web resources (LexisNexis, Google, New York Times, etc.) to obtain news articles, company information, phone numbers, and other due diligence information needed for meetings, trips, and presentations.

Qualifications:

- Preferably at least 4+ years work experience with multiple reporting responsibilities.
- High school diploma or equivalent, bachelor's degree preferred but not necessary.
- Proven strength in the Microsoft Office Suite, including Outlook, Word, Excel, PowerPoint, and primary databases such as Lexis Nexis.
- Excellent organizational skills.
- Strong oral communication skills.
- Demonstrated interest in promoting innovation in administrative management and in learning new computer tools.

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ACCOUNTING STAFF

KEY RESPONSIBILITIES:

- Records incoming vendor invoices into the accounting system, validate and check accuracy (including footing and cross footing) of invoice and its supporting documents
- Obtains pertinent information (i.e.; department, general ledger account coding), supporting documentation, proper authorization from the authorized personnel
- Matches invoice with receiving report and purchase orders prior to payment
- Implements and adhere to payment policies, enforces internal control and company policies by processing only invoices properly authorized and avoid payment duplications
- Reviews receiving report and reconciles with invoices received. Reviews vendor statement and reconcile with accounting records and works with vendor to resolve any discrepancies.
- Maintains organized documents
- Investigate and respond to vendors' and various departments inquiries. Excellent communication and interpersonal skills, as a customer service mind set requires.

Qualifications:

- Associate's degree in accounting or a suitable combination of education and work experience. Bachelor's in accounting preferred.
- Motivated team player
- Demonstrated analytical and communication skills
- Detail-oriented
- Good working knowledge of Microsoft Excel and Microsoft Word

CLERICAL STAFF

KEY RESPONSIBILITIES:

- File documents according to appropriate classification and identification information.
- Add new material to file records, and create new records as necessary.
- Keep records of materials filed or removed, using logbooks or computers.
- Modify and improve filing systems, or implement new filing systems.
- Perform periodic inspections of materials or files in order to ensure correct placement, legibility, and proper condition.
- Scan or read incoming materials in order to determine how and where they should be classified or filed.
- Sort or classify information according to guidelines such as content, purpose, user criteria, or chronological, alphabetical, or numerical order.
- Track materials removed from files in order to ensure that borrowed files are returned.
- Convert documents to electronic media as necessary.
- Design forms related to filing systems.
- Gather materials to be filed from department staff.
- Retrieve information from files in response to requests from authorized users.
- Perform general office duties such as typing, operating office machines and sorting mail as needed

Qualifications:

- High school diploma or equivalent
- Minimum of two years experience working in an office environment is preferred.
- Detail-oriented.

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EXHIBIT 2 TO REQUEST FOR PROPOSALS SAMPLE PROPOSAL FORM

**Proposal Submitted by
[Insert Name of Proposer] (The “Proposer”)**

Proposer, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the “Proposal”) is being submitted, proposes to provide NYCEDC with qualified temporary staffing services, primarily for administrative assistant, accounting staff and clerical staff temporary positions. Terms not specifically defined in the Exhibits shall have the meanings set forth elsewhere in this Temporary Staffing Agency Services RFP.

Proposer makes the following statements and representations as part of its Proposal:

- (a) That the Proposer has examined all parts of the RFP and the scope of services, and all terms and conditions hereof.
- (b) That the Proposer agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation for the performance of the services for providing NYCEDC with qualified temporary staffing services.

Proposer hereby agrees to abide by all of the terms and conditions of the RFP including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Proposer submits this Proposal to NYCEDC.

[INSERT NAME OF PROPOSER]

Signed by: _____

Printed Name: _____

Title: _____

Proposer’s Address: _____

Notice Address (if different from above): _____

Proposer’s Telephone Number: _____

Proposer’s Fax Number: _____

Proposer’s E-mail Address: _____

Proposer’s Tax I.D. Number: _____

EXHIBITS

TEMPORARY STAFFING AGENCY SERVICES RFP

EXHIBIT 3

COMPENSATION PROPOSAL SCHEDULES

These schedules are for evaluation purposes only and shall not be used to determine payments or to define the scope of services. Prior to executing the Agreement, the Staffing Agency will provide a detailed Compensation Schedule which will be utilized for payment purposes.

SCHEDULE I- RATES and PERCENTAGE MARK-UP COMPENSATION SCHEDULE

RATES and PERCENTAGE MARK-UP:

State the range (low, medium and high) of rates that would be paid to the temporary employee by Proposer, if selected, and the Proposer's bill rate, and the Percentage Mark-Up that the Proposer would charge NYCEDC:

			Temporary Employee Pay Rate (hourly)	Staffing Agency Bill Rate (hourly)	Percentage Mark-UP to be Charged to NYCEDC
(A)	ADMINISTRATIVE ASSISTANT	RANGE			
		(LOW)	\$ _____	\$ _____	_____ %
		(MED.)	\$ _____	\$ _____	_____ %
		(HIGH)	\$ _____	\$ _____	_____ %
(B)	ACCOUNTING STAFF	RANGE			
		(LOW)	\$ _____	\$ _____	_____ %
		(MED.)	\$ _____	\$ _____	_____ %
		(HIGH)	\$ _____	\$ _____	_____ %
(C)	CLERICAL STAFF	RANGE			
		(LOW)	\$ _____	\$ _____	_____ %
		(MED.)	\$ _____	\$ _____	_____ %
		(HIGH)	\$ _____	\$ _____	_____ %

EXHIBITS

TEMPORARY STAFFING AGENCY SERVICES RFP

SCHEDULE II – ALTERNATIVE COMPENSATION PROPOSAL, IF ANY:

NYCEDC is willing to consider non-traditional compensation proposals in keeping with the nature of the Services to be performed by the Staffing Agency. Accordingly, in addition, though not instead of the Rates and Percentage Mark-Up Compensation in Schedule I, Proposer may also include alternative compensation structures.

This Schedule II entitled Alternative Compensation Proposals, If Any, is to enable the Proposer to set forth an alternative compensation structure, if the Proposer so chooses in any manner the Proposer determines is appropriate but the Proposer is under no obligation or requirement of this RFP to propose an alternative compensation structure to the Rates and Percentage Mark-Up Compensation structure.

EXHIBIT 4

ACKNOWLEDGEMENT OF ADDENDA

DIRECTION: COMPLETE PART I, OR PART II, WHICHEVER IS APPLICABLE

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM
RECEIVED IN CONNECTION WITH THIS RFP.

ADDENDUM #1, DATED _____, 20__

ADDENDUM #2, DATED _____, 20__

ADDENDUM #3, DATED _____, 20__

ADDENDUM #4, DATED _____, 20__

ADDENDUM #5, DATED _____, 20__

ADDENDUM #6, DATED _____, 20__

ADDENDUM #7, DATED _____, 20__

ADDENDUM #8, DATED _____, 20__

ADDENDUM #9, DATED _____, 20__

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Proposer (NAME): _____ DATE _____ / _____ / _____

Proposer (SIGNATURE): _____

TEMPORARY STAFFING AGENCY SERVICES RFP

**EXHIBIT 5
TO
REQUEST FOR PROPOSALS**

DOING BUSINESS DATA FORM

EXHIBITS



Doing Business Data Form

To be completed prior to distribution	
Agency: _____	Transaction ID: _____
Check One: ☐ Proposal ☐ Award	Transaction Type (check one): ☐ Concession ☐ Contract ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- ☐ Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- ☐ Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- ☐ No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: ☐ Yes ☐ No

Entity Type: ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type)
 ☐ Sole Proprietor ☐ Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer☐ This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer☐ This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer☐ This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

☐ This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- ☐ The entity is not-for-profit ☐ There are no individual owners ☐ No individual owner holds 10% or more shares in the entity
☐ Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

