

REQUEST FOR PROPOSAL

TEMPORARY STAFFING SERVICES

RFP 25-008

BIDS DUE THURSDAY 27, 2025 AT 2:00 PM

MHMR OF TARRANT COUNTY ("MHMR")
PROCUREMENT SERVICES
3840 HULEN STREET
FORT WORTH, TEXAS 76107

PRE-PROPOSAL CONFERENCE DATE AND TIME

All vendors must attend the scheduled Pre-Proposal Conference in order to get a clear understanding of the requirements of this RFP:

DATE: February 12, 2025

TIME: 10:00 A. M.

LOCATION: 3840 Hulen St. Fort Worth, TX 76107

Send RSVP to Procurement Services Department fax at (817) 810-3100 or email mhmr.purchasing@mhmrtc.org for schedule.

RSVP:		
Company Name:		
Contact Name		
Planning to attend Pre-Bid Meeting:YE	SNO	
If yes, number of representatives from your company:		
Tel. No.:F	ax No.:	
E-Mail Address:		

Questions from vendors will be addressed at the pre-proposal conference. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

INVITATION

MHMR of Tarrant County ("MHMR") is accepting proposals from vendors for Temporary Staffing Services set forth in this Request for Proposal.

RFP 25-008 TEMPORARY STAFFING SERVICES

MHMR invites all interested and qualified parties to submit proposals in response to this solicitation. In addition, the agency reserves the right to accept or reject any and all proposals submitted, waive any formalities and reasonable irregularities or other requirement(s) deemed in the best interest of the agency, and request additional information from any party that submits a response to this request. MHMR is not obligated to accept the lowest proposal but strives to find the best value for the agency.

Please note that on the specified closing date and time, MHMR will only release the names of those who submitted a proposal in response to this RFP. No additional information will be released until after MHMR has completed evaluations for the submitted proposals and an award has been made and approved by Executive staff and MHMR's Board of Trustees, as applicable.

We greatly appreciate your efforts and look forward to reviewing your submission.

Jamie Brockway

Jamie Brockway Director of Procurement MHMR of Tarrant County

INDEX

THIS PROPOSAL PACKAGE CONTAINS THE FOLLOWING SECTIONS:

1.	COMPANY OVERVIEW	5
2.	TIMELINE OF EVENTS AND DEADLINES	. 6
3.	GENERAL INSTRUCTIONS	.7
4.	PROPOSAL SPECIFICATIONS	. 8
5.	SUBMISSON GUIDELINES	13
6.	PROPOSAL REQUIREMENTS	15
7.	PROPOSAL TERMS AND CONDITIONS	18
8.	INSURANCE REQUIREMENTS	20
9.	PROPOSAL EVALUATION PROCESS	22
10.	STANDARD TERMS AND CONDITIONS	24
11.	MHMR'S REQUIRED SUBMISSION FORMS	27

1. COMPANY OVERVIEW

MHMR is a community center, a local mental health authority ("LMHA"), a local behavioral health authority ("LBHA"), a local intellectual and developmental disability authority ("LIDDA"), and a unit of local government as defined by chapters 533 and 534 of the Texas Health and Safety Code. MHMR has provided mental health and intellectual and development disability services in Tarrant County since its inception in 1969.

Initially operating as a small community center offering only mental health services, MHMR has expanded tremendously over the years both in growth and services, now providing services at 100 site locations and serving over 65,000 people annually throughout Tarrant and surrounding counties. Our staff of more than 2,000 employees include psychiatrists, nurses, social workers, therapists, teachers, case managers, dieticians, volunteers, and many others. All are committed to providing services in a way that respects the dignity and basic human rights of the people we serve. MHMR is the second largest community center in Texas, offering services in the following areas:

- Mental Health
- Intellectual and Developmental Disabilities
- Addition/Substance Use
- Child and Family Services

- Early Childhood Intervention (ECI)
- Criminal Justice Support
- Veterans
- Homelessness

MHMR is a Certified Community Behavioral Health Clinic (CCBHC). The CCBHC model is designed to deliver whole-person care through care coordination of integrated, evidence-based behavioral health services and primary care screenings.

As a result of MHMR's commitment to improve our care quality, MHMR is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF). This accreditation formally recognizes that an organization is guided by internationally recognized service standards and best practices.

MHMR invites qualified vendors herein after referred to as "Vendor," "Contractor," or "Supplier" to submit a proposal for Temporary Staffing Services, to include RFP 25-008.

2. TIMELINE OF EVENTS AND DEADLINES

The proposed schedule below is tentative and is subject to change throughout the procurement process by MHMR.

Solicitation Packet Issue Date	Friday, February 7, 2025
Pre-proposal Conference date	Wednesday, February 12, 2025, at 10:00 A.M.
Deadline To Submit Questions	Monday, February 17, 2025, by Noon (12:00 P.M.)
Deadline to Respond to Questions	Thursday, February 20, 2025, at 4:00 P.M.
Deadline for Submission of RFP	Thursday, February 27, 2025, at 2:00 P.M.
Anticipated Award Date	Contingent upon Committee and/or Board Approval

NOTICE: THE ORIGINAL AND AN ELECTRONIC (FLASH DRIVE) COPY OF COMPLETED PROPOSAL MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 3840 HULEN STREET, SUITE 538 FORT WORTH, TEXAS 76107 ON OR BEFORE 2:00 P.M., FEBRUARY 27, 2025.

3. GENERAL INSTRUCTIONS

3.1 Questions

All questions concerning the Proposal specifications must be submitted in writing and emailed to Randall Elder at mhmrtc.org. It is the contractors' sole responsibility to review MHMR's website (linked below) and retrieve all related documents prior to the RFP's due date. https://www.mhmrtarrant.org/bids-and-rfps/

3.2 Proposal Submission

All proposals are subject to the terms and conditions included in this RFP. All proposals must be signed <u>in ink</u> by a person or office or the company submitting the Proposal that is authorized to enter into contractual agreements on behalf of the company. *Unsigned proposals will be deemed nonresponsive and will not be accepted.*

No proposal will be accepted after the stated deadline. Proposals may be mailed or personally delivered. MHMR will not be responsible from any Proposal that is lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason. All submissions must be delivered in a **sealed envelope** and addressed to the attention of:

MHMR PROCUREMENT SERVICES ATTN: RANDALL ELDER 3840 HULEN STREET, SUITE 538 FORT WORTH, TEXAS 76107

Submissions must also state the following:

RFP 25-008 TEMPORARY SERVICES DO NOT OPEN UNTIL THURSDAY, FEBRUARY 27, 2025, AT 2:00 P.M.

4. PROPOSAL SPECIFICATIONS

4.1 Scope of Services

MHMR is accepting proposals for temporary staffing agencies to provide temporary employees of indefinite quantities on an as-needed, non-exclusive basis. All proposals submitted must specifically address each element and requirements listed throughout this RFP. Additionally, clarifying information is required for all exceptions, deviations, or alternatives provided in the proposals.

Purpose and Scope of Work

MHMR of Tarrant County (MHMR) is soliciting bids from temporary staffing agencies to provide temporary employees of indefinite quantities on an as-needed, non-exclusive basis. It is the intention of this bid to receive responses for Temporary Staffing Services based on an hourly rate.

MHMR has the right to reject all bids. MHMR will not enter into any exclusive contracts with one particular contractor, as it is the sole discretion of MHMR to award multiple contracts to multiple contractors. Additionally, MHMR is not obligated to order any work from the selected contractors.

The successful bidder must have a minimum of three (3) years of business in Temporary Staffing Services at time of bid due date.

Specifications and Requirements

- 1. In the bid response, the Contractor shall include a description of the following items:
 - a. Agency background, services provided and number of years in business.
 - b. Applicant/employee testing conducted by agency.
 - c. Employee training conducted by agency.
- 2. Position specifications for the types of personnel needed by MHMR are listed on the bid Proposal Form. Use the Proposal Form to quote hourly billing rates for each specified position.
- 3. Pricing must be complete. All bids must include hourly billing rates charged to MHMR for each job position.
- 4. Position(s) may be added throughout the contract, as agreed upon between contractor(s) and MHMR. Pricing for new position(s) will be negotiated at time of addition.
- 5. MHMR will not reimburse mileage or parking.

- 6. Contractor shall comply with all State, Federal, and Local Laws (including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) in the treatment and compensation of its employees. MHMR will make no payments to individual workers.
- 7. Contractor shall prepare payroll checks, make all necessary deductions, and pay all taxes and insurance required by Federal, State, and Local laws. Contractor accepts full responsibility for the payment of wages, compensation, and benefits to personnel. Contractor accepts responsibility for payment of all taxes, assessments, fees, and fines that may be due and owing to any Local, State or Federal government agencies.
- 8. Temporary-to-Hire Policy: A temporary employee is eligible for permanent placement after he or she has worked at a location for 520 hours. After this period, MHMR reserves the right to place the employee permanently or to keep them on as a temporary for an indefinite period of time. Should MHMR elect to make the temporary employee a permanent employee, he or she will be transferred to the MHMR payroll at no charge.
- 9. Contractor shall pre-qualify the prospective candidates to determine acceptability and ability to meet the requirements of the assignment, including, but not limited to, qualifiers such as: education, skill-level, professionalism, flexibility, and communication skills.
- 10. Contractors shall be required to furnish able-bodied workers who are no less than eighteen (18) years of age, sober, reliable, clean, and appropriately dressed for the position. These workers must be able to work in public areas, as well as be ready and willing to follow instructions of Supervisors. MHMR will not be required to utilize or pay workers who fail to meet these qualifications.
- 11. To the extent permissible by the law, Contractor(s) shall conduct a background check on all temporary employees sent to MHMR. MHMR reserves the right to conduct additional background checks on any temporary employee. MHMR reserves the right to request a copy of the Contractors' background check of temporary employees.
- 12. Contractors shall ensure MHMR that no temporary employee will arrive on MHMR premises with any type of firearms or weapons, drugs, or alcohol.
- 13. Contractor(s) shall provide a timesheet which the temporary employee and MHMR supervisor will complete on a weekly basis.
 - a. Submitted timesheets MUST be approved by the MHMR supervisor prior to payment.
 - b. Time sheet must be attached to the invoices submitted to MHMR for payment.
 - c. Separate invoices must be sent for each employee.
 - d. Invoices must have the correct contract rates and indicate the following: job position, start date, and end date for each week billed on invoices.
 - e. Contractor(s) may invoice weekly, bi-weekly, or monthly.
- 14. MHMR reserves the right to interview temporary employee(s) prior to being assigned. Interviews may be conducted in-person, online, or by phone.

- 15. MHMR reserves the right to control the details of the temporary employees' work while assigned to MHMR.
- 16. Temporary employees will be assigned to MHMR departments located in Tarrant County and other contiguous counties.
- 17. Requests for temporary workers will be communicated by phone or email. A request for a temporary worker must have a response within the stated deadline. Response should clearly state if temporary worker can or cannot be provided. Any lack of response by the deadline will be considered as an inability to provide a temporary worker.
- 18. MHMR must receive employee(s) resumes by the deadline stated on the request.
- 19. MHMR will request direct placement on an as-needed basis. A specific job description and turnaround time will be discussed at the time MHMR submits the request. Failure to respond by the deadline will be considered an inability to provide a temporary worker. MHMR reserves the right to use another contractor if an acceptable candidate is not delivered by the deadline. If the awarded Contractor(s) are not able to provide acceptable candidates within 15 days of receiving the request or deadline provided, whichever comes later, MHMR reserves the right to contract on an as-needed basis with other contractors to provide such positions that are unable to be fulfilled by the awarded contractor(s).
- 20. Contractor(s) must be able to provide one, or a combination, of the general categories of temporary staffing positions, which include, Administrative, Medical, Caretaker, Finance, Accounting, Patient Financial Services, Credentialing, IT. and Legal Support Services.
- 21. Contractors(s) must indicate each position for which they can provide temporary staffing services. Exhibit 1 provides a list of all potential temporary staffing services positions that could be requested by MHMR. Please note that the positions on this list are not meant to be exclusive and that during the time of the agreement other positions may be added as stated in requirement # 4 above.
- 22. Referencing the Exhibit 1, Contractors(s) must provide a list of positions that can be fulfilled by Contractor for temporary staffing services with a breakdown of prices for those services that include:
 - a. An Hourly Rate that would be paid to the temporary staff worker.
 - b. A Billing Percentage that will be applied to the Hourly Rate.
 - c. The Billed Hourly Rate which will include the Hourly Rate plus the Contractor's Contract Rate combined for that particular position.
- 23. If a Contractor's Hourly Pay Rate to its workers goes down during any term of an Agreement with MHMR, the lower rate is required to be reported to MHMR and a downwards adjustment in the Contractor's Hourly Bill Rate will be reflected.
- 24. If a Contractor's Hourly Pay Rate to its workers goes up during any term of an Agreement with MHMR, the Hourly Pay Rate represented in the Contractor's proposal will remain.

- MHMR will not pay an increased Contractor Hourly Bill Rate beyond what is represented in the Contractor's proposal.
- 25. If a Contractor has the ability to fulfill temporary staffing needs for any of the positions listed in the attachment, please indicate so within all responses to this RFP. In the event that MHMR needs those temporary staffing services and MHMR has entered into an agreement with a particular Contractor, MHMR may submit required qualifications to the Contractor for a particular position listed above on an as-needed basis.
- 26. Each selected Contractor shall provide one of its employees to be specifically assigned as Project Manager to MHMR's account to support delivery of temporary staffing services in accordance with all applicable requirements. Upon award, each Contractor will provide MHMR with a phone number, email, fax, and emergency phone number of the assigned Project Manager.
- 27. MHMR reserves the right to decline the services of any temporary worker provided by a Contractor for any reason, with or without cause or notice.
- 28. Should a temporary worker leave the job site before the requested service time period has expired, no payment will be rendered to the Contractor for the remaining time left based on the requested service time period. Payments will be rendered only for actual hours of temporary services supplied by Contractor.
- 29. All scheduling will be done through selected Contractors. Once MHMR makes a request for temporary services during a specified time frame, the responding Contractor will be required to coordinate the scheduling with its employee who will be performing the temporary service.
- 30. Contractor is responsible and liable for the safety, injury, and health of its personnel while they are performing the temporary services on MHMR property.
- 31. Some positions may require temporary workers to possess keys to MHMR establishments. Temporary workers shall return all keys when their assignment is complete. If all keys to a given MHMR establishment are not returned, the Contractor will absorb the cost of replacing all locks and/or keys.

5. SUBMISSON GUIDELINES

5.1 Proposal Opening

Submitted proposals will be opened at a Public Proposal Opening at 2:00 P.M., on Thursday, February 27, 2025, at 3840 Hulen Street, Suite 538, Fort Worth, Texas 76107.

5.2 Proposal Format

Submittals shall be on 8 ½ inch by 11 inches, bound, stapled, or in a binder, with a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed. For proper comparison and evaluation, MHMR requests that proposals follow the format outlined below.

- **Tab 1 Cover Letter** A brief introductory letter of representation.
- **Tab 2 Executive Summary** A brief summary highlighting the most important points of the Proposal. The Summary should not exceed five (5) pages.
- **Tab 3 Company Background Information** This section should include a description of the company's experience with other services or products akin to those described herein
 - **a.** Submit company background information including principal place of business, length of existence, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.
 - **b.** Project Manager **OR** Account Representative Identify the proposed Project Manager or Account Representative and include a resume. Include an organization chart of the proposed Management Team including key personnel and their specific roles.
 - **c.** Address any performance related litigation, arbitration, or mediation the company may be, or has been, involved in over the last five (5) years. Identify whether the company has had any contracts terminated due to non-performance over the last five (5) years. Identify adverse actions or sanctions by any regulatory authorities over the last five (5) years.
- **Tab 4 Financial Consideration** Include a copy of the company's current annual report or other comparable documentation. As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, are financially stable and able to provide related services in its entirety. W-9 and Certificate of Insurance as required herein. A formal letter from your CPA is an acceptable alternative for Non-Public companies but must include a financial solvency statement confirming financial adequacy to meet expenditures for a minimum of one year.

Tab 5 – References and Attachments A, C, D, E, and F – All proposals must include a list of at least three (3) references (within the last twelve (12) months) related to the type of services or products specified in this RFP, and preferably from other similarly situated governmental agencies with over 2,000 employees. Please include name of the company, name of representative, physical address, telephone number, and email address. Respondents must agree to furnish any and all information required by MHMR to verify references and to determine the quality and timeliness of previous work performed.

Tab 6 – Scope

- **a.** Include a statement that all products and services quoted in the proposal are in full accord with the specifications listed or include a brief listing of the specification sections with any noted exceptions. All comments shall be listed and numbered in order of the respective article of the specification. This statement is required even if no exceptions are noted.
- **b.** Proposals must clearly define the company's role, participation, responsibility, plan design and implementation strategy. Additionally, please include the company methodology, project management regarding implementing a successful project, itemized for all phases.
- c. MHMR's participation and responsibility must be clearly defined.
- **d.** Must include a project schedule that clearly defines tasks, responsibilities, an estimated time commitments from the agency, and critical milestones.
- **e.** Must include a comprehensive training plan and designated trainer available to offer multiple training including but not limited to trainings for management and nonmanagerial staff.
- **Tab 7 Descriptive Literature** Illustrative or descriptive literature, brochures, specification, drawings, diagrams etc., that provide additional Contractor/product information regarding issues addressed in other areas of Contractor's proposal.
- **Tab 8 Proposal Pricing and Delivery -** Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. MHMR will select and award the products and services that best meets its needs. Contractor Proposal Form and Acknowledgement Form as required herein

6. PROPOSAL REQUIREMENTS

6.1 Modification or Withdrawal of Proposals

Any proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered

6.2 Errors or Omissions

Any proposal submitted with knowledge, or reason to believe there is an error or omission in this RFP is prohibited from using such error or omission as an advantage. Any significant errors, omissions or inconsistencies listed in this RFP must be reported to MHMR **no later than five (5) days** before time for the proposal response is to be submitted.

6. 3 Offer and Acceptance Period

All proposals must be an irrevocable offer valid for 120 calendar days after the proposal opening.

6.4 Late Proposals

Proposal received after the stated deadline shall be deemed late and will not be considered.

6.5 Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all Proposals will be based solely upon information contained in the proposal as formal response to this RFP. MHMR shall not be held responsible for errors, omissions or oversights of a material nature which may constitute grounds for rejection of any proposal.

MHMR shall have the right to reject proposals containing a statement, representations, warranty, or certification determined by MHMR to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any proposal.

The inability to provide one or more of the required components or specified features or capabilities required by this proposal may constitute grounds for rejection.

6.6 Amendments to the Proposal

If for any valid reason a revision to this RFP is necessary regarding a material change, or if additional information is required for clarification purposes, the revision and/or additional information will be provided via fax or email.

6.7 Oral Presentations

As a condition of this solicitation, MHMR reserves the right to request an oral presentation for further clarification.

6.8 Availability of the Proposal

After opening, each Proposal, except those portions for which a Contractor has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection. Any confidential or proprietary information shall be conspicuously marked as such, however, please be advised that MHMR is governmental entity subject to the Texas Public Information Act.

6.9 Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this proposal will be made no more than sixty (60) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their proposals as an irrevocable offer valid for one hundred twenty (120) calendar days after the proposal due date. MHMR in its sole and absolute discretion shall have the right to award proposal for any or all items/services listed in each proposal, shall have the right to reject any and all proposals as it deems to be in its best interest, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any bidder.

6.10 Retention of Proposals

All proposals considered by MHMR shall become the property of MHMR and shall not be returned.

6.11 Notice "No Bid" Form

All proposals must include whether they can or cannot provide the products, supplies, and/or services listed in this RFP (*See Attachment B Notice "No Bid" Form*).

6.12 Incurred Expenses

MHMR shall not be responsible for expenses incurred by bidders' preparation and submission of a proposal. This provision also includes any costs involved in providing an oral presentation of the proposal.

6.13 Deviation Form

All proposals must include the Deviation Form, which states the bidder commitment to the provisions of this solicitation. A representative with the authority to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated in the Deviation Form (See Attachment C).

6.14 Subcontractors

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors.

6.15 Licensure

Proposals must include a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

6.16 Pricing

All proposals must contain complete and accurate pricing.

7. PROPOSAL TERMS AND CONDITIONS

7.1 Non-Discrimination Policy Statement

MHMR does not discriminate against any individual or company with respect to compensation, terms, conditions, or award of contract due to race, color, religion, sex, national origin, age, disability, covered veteran status, sexual orientation, transgender, gender expression, gender identity or any legally protected characteristic, political affiliation, or limit, segregate, or classify candidates for award of contract, in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Contractor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

7.2 Immigration Reform and Control Act of 1986

By submitting a proposal the company certifies that it complies and meets all requirements regarding their employees eligibility to work in the United States pursuant to any and all laws, rules and regulations including the Immigration and Reform and Control Act of 1986, as amended, provided that if the services pursuant to this agreement are covered under a State or Federal Performance Contract, a State or Federal Grant, or any contract, law, rule or regulation that requires Local Authority to utilize the E-Verify system, Provider agrees to enroll and use E-Verify in addition to the I-9 and will provide Local Authority with a copy of their Maintain Company page from E-Verify to prove enrollment upon execution of this Agreement, or soon thereafter *and*, upon request, an electronic or hard copy screenshot of either the confirmation screen or the tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires as proof that this provision is being followed.

7.3 Invoices and Payments

All invoices submitted for pay for must be submitted and processed according to the following: 1) receipt of an original and properly itemized invoice with the proposal and/or purchase order number; 2) delivery and acceptance of the agreed upon item(s) pursuant to this RFP; and 3) internal processing by the agency including both legal and billing. All invoices must be submitted to MHMR's Accounts Payable Department at Accounts Payable@mhmrtc.org or they can be mailed to P.O. Box 2603, Fort Worth, Texas 76113. Discounts will be considered and applied when applicable. Also, please note, proposals that contain payment terms of less than thirty (30) days will not be accepted.

7.4 Permits

It is the sole responsibility of the awarded bidder to obtain all applicable permits as required by local, state, county, and federal authorities.

7.5 Price Adjustments

Awarded company is required to honor their proposed prices for the term of the contract period. See item 4.4 concerning Price Re-Determination.

7.6 Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Business (HUBs) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate. If not certified, but you intend to subcontract services, please Submit Attachment A. If you do not intend to subcontract services, write "None" on Attachment A and submit it.

7.7 Minority/Women and/or Disadvantaged Business (M/W/DBE)

The Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBEs) in contracts for construction, services (including professional and consulting Services), and commodities. Please submit proof of M/W/DBE certificate.

7.8 Direct or Indirect Assignment

The successful Contractor will not be permitted to directly or indirectly assign rights or duties under the contract without express approval from MHMR.

7.9 Form W-9

Contractors are to complete Form W-9 and submit with Proposal Documents. http://www.irs.gov/pub/irs-pdf/fw9.pdf

8. INSURANCE REQUIREMENTS

Proof of insurance MUST be submitted with the proposal; failure to do so will lead to disqualification. Upon award of the contract, MHMR must receive a Certificate of Insurance naming MHMR as an insured party. In the event the policy is terminated or materially altered, the policy holder must provide MHMR a **thirty (30) day written** notice prior to terminating or materially altering the policy. The awarded company shall take out, pay for, and maintain at all times while working under the contract the following forms of insurance, in carriers acceptable to and approved by MHMR.

1. Workers' Compensation/Employer's Liability

- a. Workers' Compensation:
 - Statutory Amount
- b. Employer's liability
 - 0 \$500,000

2. Comprehensive Commercial General Liability

- a. Bodily Injury/Personal Injury:
 - o \$1,000,000 per occurrence
 - o \$2,000,000 aggregate
- b. Property Damage
 - o \$1,000,000 aggregate

3. Automobile liability:

- a. Bodily injury
 - o \$500,000 minimum combined single limit

4. Contractual liability:

o Same limits noted above.

MHMR reserves the right to review and adjust the specified insurance requirements during the contract period to adequately address changes in state and federal law, claims history of the industry, or the company's history.

8.1 Required Provisions:

- (a) Proof of Insurance Coverage The awarded company must submit a certificate of insurance as proof of coverage to the <u>Purchasing Director at 3840 Hulen St, Suite 538</u>, Fort Worth, Texas 76107.
- (b) As to all required coverage, the awarded company shall name MHMR, its officers, employees, and elected representatives as an additional insured.
- (c) All copies of the certificates of insurance shall reference the project, product, or service name and bid number for which the insurance is being supplied.
- (d) Awarded company agrees to waive subrogation against MHMR, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, as covered by the proceeds of insurance.

(e) It is the sole responsibility of the awarded company to ensure any subcontractor(s) performing work under this agreement has the required insurance coverage and amounts (specified above) and provides MHMR the proper documentation to confirm the coverage.

A CURRENT "CERTIFICATE OF INSURANCE" MUST ACCOMPANY ALL PROPOSALS

9. PROPOSAL EVALUATION PROCESS

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to MHMR. Each item has been assessed a percentage upon which the final score will determined. A total of one hundred percentage (100%) points for the following items will be considered a perfect score.

The following elements represent the evaluation criteria that will be considered during the evaluation process:

			MAXIMUM POINT
A.	Res	ponsiveness to the RFP.	10
	1.		
	2.	Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
	3	Technical aspects.	
В.		lifications, Experience and Past Performances.	40
D.	2u <i>a</i> 1.	· · · · · · · · · · · · · · · · · · ·	70
	1.	was performed as verified through professional references and self-	
		reporting in this RFP.	
	2	Entity organization chart and résumés of management and supervisors,	
	2.	including an Account Manager.	
	3.	Knowledge of the latest policies and practices of driving consistent	
		results in the Security Service Industry. Demonstrated contributions to	
		or involvement in industry advancement.	
	4.	Number of Vendor's direct employees, and number of subcontractors,	
		franchises or other third parties utilized to conduct the work task as	
		specified in the RFP.	
	5.	Demonstrate retention of staff and supervisors in previous performance	
~	~	at comparable facilities.	
C.		npatibility of Staffing Plan with MHMR Specifications.	15
	1.	Ability and plan to provide reliable and consistent staff and staffing	
	2.	levels to guard the facilities as specified in this RFP.	
	۷.	Ability to provide strong management and supervision to provide consistent security guard service results as specified in the RFP.	
	3.	Knowledge and understanding of the scope of work and the capability	
	٥.	to effectively meet the needs of MHMR.	
	4.	Detailed methods to accomplish the work, including technical and	
		management, task and approach are clearly described.	
D.	Pric	•	15
E.	Equ	ipment and Materials.	
		FINAL MAXIMUM EVALUATION POINTS	100

BEST AND FINAL OFFER (BAFO)

MHMR reserves the right to return to the Offeror(s) remaining in the competitive range to request a BAFO proposal based on one or more components of the initial proposal. The BAFO request may warrant additional discussion. These criteria will be explained at the time best and final offers are requested. Although discussions and BAFOs may take place, Offerors are encouraged to provide their best offer/proposal initially and not anticipate discussions to make their best offer/proposal.

10.STANDARD TERMS AND CONDITIONS

10.1 Travel Policy.

Any travel by the awarded company for performance—including but not limited to delivery of service, goods, or training—must receive prior approval from MHMR and must submit a timely invoice to MHMR in accordance with the relevant MHMR policies and procedures. The weekly travel budget shall not exceed the limit specified in MHMR's policies and procedures, unless MHMR gives prior written approval.

10.2 Sales Tax.

Purchases made for MHMR use are exempt from the State Sales Tax and Federal Excise Tax. MHMR will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. MHMR is not liable for any taxes resulting from the contract.

10.3 Termination of Agreement.

MHMR may terminate this contract at any time by providing a thirty (30) days' notice in writing. If the contract is terminated under this provision, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

10.4 Texas Public Information Act.

As a unit of local government MHMR is required to comply with the Texas Public Information Act and, therefore, is required upon written request to release information. Information deemed confidential or proprietary by the awarded company must be clearly marked and identified page by page and line by line. The Office of the Attorney General is responsible for determining whether information is confidential and not subject to disclosure The awarded company whose information or documentation is responsive to the request is responsible for contesting or defending the release of any information it deems confidential or proprietary and hereby releases the MHMR from any duty, responsibility, or liability regarding the release of any information.

10.5 Governing Law and Venue.

This RFP and any contract resulting from this RFP is governed, construed, and enforced in accordance with Texas law, without regard to the conflicts of law provisions, and each party agrees that any cause of action arising resulting in litigation will be brought in any court of appropriate jurisdiction in Tarrant County, Texas.

10.6 Counterparts; Facsimile Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any party may execute and deliver the contract by signing the same and sending a copy thereof by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail. Such document, including the signatures thereon, shall be treated in all respects as an original document bearing an original signature.

10.7 Governmental Immunity.

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by MHMR of any immunities from suit or from liability that MHMR Tarrant may have by operation of law.

10.8 Work Product Standard.

All work and materials provided pursuant to this RFP must be performed in a professional manner consistent with or exceeding the industry's usual and customary standards of quality. Such standards shall apply to the dress, language, and behavior of respondent's jobsite personnel.

10.9 Conflict of Interest.

Contractor (awarded company) must disclose in writing to MHMR all existing or potential conflicts of interest relative to the performance of the contract.

10.10 Marketing.

Contractor shall not use MHMR's name, logo, or other likeness in any press release, marketing material, or announcement without prior written approval from MHMR.

10.11 Boycotting Israel

In compliance with the Texas Government Code, Contractor (awarded company) warrants, represents, that: (1) Contactor does not boycott Israel; and (2) Contractor will not boycott Israel during the term of this contract. For the purposes related to this RFP and contract, and in compliance with the Texas Government Code, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes, as defined by the Texas Government Code.

10.12 Prohibited Business Operations.

In compliance with the Texas Government Code, Contractor warrants, represents, and by its execution of this Agreement hereby verifies that: (1) Contractor does not engage in scrutinized business operations in Sudan; (2) Provider does not engage in scrutinized business operations in Iran; and (3) Contractor does not engage in scrutinized business operations with designated foreign terrorist organizations. The following are prohibited as defined by the Texas Government Code: "Scrutinized business operations in Sudan;" "Scrutinized business operations in Iran;" and "Scrutinized business operations with designated foreign terrorist organizations."

10.13 Indemnification

CONTRACROR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS MHMR, AND ALL OF ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL SUITS, ACTIONS, CLAIMS OR COST OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ATTORNEY FEES AND COST OF COURT, BROUGHT OR MADE ON ACCOUNT OF ANY INJURIES,

DEATH, OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO CLIENTS, ARISING OUT OF OR OCCASIONED BY ANY NEGLIGENT OR WRONGFUL ACTS OF CONTRACTOR OR CONTRACTOR'S PERSONNEL, IF ANY, OR ITS AGENTS OR EMPLOYEES WHETHER OCCURRING DURING THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR IN THE EXECUTION OF THE PERFORMANCE OF ANY OF ITS DUTIES UNDER THIS AGREEMENT.

CONTRACTOR, ON BEHALF OF ITSELF OR ITS PERSONNEL PROVIDING SERVICES UNDER THIS AGREEMENT, FURTHER HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS MHMR AND ALL ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ALL SUITS, ACTIONS, CLAIMS, COSTS, EXPENSES, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS, PENALTIES, FINES, DEMANDS, RIGHTS AND CONTROVERSIES OF ANY KIND AND CHARACTER WHATSOEVER (COLLECTIVELY, THE "LIABILITIES"), WHETHER ARISING UNDER COMMON LAW, BY STATUTE OR OTHERWISE, BASED UPON, ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO OR A CAUSED BY OR OTHERWISE RESULTING FROM, IN WHOLE OR IN PART, ANY BODILY OR PROPERTY DAMAGES CAUSED TO CONTACTOR OR ITS PERSONNEL INVOLVED IN THE PERFORMANCE OF THE CONTRACTED SERVICE ACTIVITIES OCCURRING DURING THE PERFORMANCE OF THE SERVICES.

11. MHMR'S REQUIRED SUBMISSION FORMS

PROPOSAL RFP 25-008 TEMPORARY STAFFING SERVICES

Having read and understood the instructions to contractors, terms and conditions, the specifications and special provisions, we submit the following proposal:

	Hourly Rate to	Billing	Billed Hourly Rate
Admin Positions	Employee	Percentage	
Accounting clerk			
Staff Accountant			
HR Customer Service Rep Retirement and Benefits			
Liaison			
Accounts			
Receivable/Payable			
Coordinators			
Paralegal			
Assistants			
Clerks			
Couriers			
Receptionists			
IT Positions			
Security Analyst			
PC Tech			
Project Manager			
Business Analyst			
Business Intelligence			
Developer			
Network Engineer			
Developer			
Cloud Engineer			
Various IT support roles			
Health Care Positions			
Direct Care Staff			
Medical Assistants			
CNA			
LVN			
Registered Nurse			

Contractor shall include list of contractor responsibilities.

Contractor should submit an itemized description of any additional materials and/or services, necessary to perform the specifications of this bid on a separate page(s).

ACKNOWLEDGEMENT RFP 25-008 TEMPORARY STAFFING SERVICES

MHMR IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR, OR AS OTHERWISE STATED IN THIS PROPOSAL.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR 120 CALENDAR DAYS AFTER THE PROPOSAL OPENING DATE.

BY RETURNING THIS BID PROPOSAL COMPLETED, THE COMPANY CERTIFIES THAT THE PROPOSAL SPECIFICATIONS ARE UNDERSTOOD AND COMPLIED WITH. PROPOSAL MAY BE CONSIDERED INVALID IF NOT RETURNED.

Name and Address of Company:	Authorized Representative:		
Company Name	Authorized Signature		
Number/Street Address	Typed or Printed Name		
City, State, Zip Code	Title		
Telephone Number	Fax Number		
E-mail address			

ATTACHMENT A MHMR Tarrant

Historically Underutilized Business (HUB)/Disadvantaged Business Enterprise (DBE) HUB Utilization Assessment

Please indicate below any changes to the information provided.

Legal Name of your Business:				
Principal Owner Name:			Title:	
Principal Owner Phone:			_ Other Phon	e:
acknowledge that your Disadvantaged Business I	business will Enterprise vend arily owned (51 ing groups?	NOT be consider lor (you may skip q % or more) by an	ed a Histori uestions 2 and	, in doing so you ically Underutilized Business or a 13). individuals that can be classified in
		Women (Check here employed woman) African Americans Hispanic Americans Native Americans Asian Americans Service-Disabled Ve		
	ne name of the cer	tifying agency:		
Certificate #:			Expiration D	Oate:
If not certified, is your busi	ness eligible for c	certification based on q	uestion 2 above?	Y [] Yes [] No
4. Please sign and date the Signature	e form below.	Date	Print Name	

ATTACHMENT B NOTICE "NO BID" FORM

Dear Bidder,

Please check the scheduled Date	ne appropriate box below, complete the remainder of this form and return it PRIOR to the and Time:	
	pany cannot provide the products, supplies and/or services listed in this request. Pleas name and address to the following commodities so that we may submit bids/proposal at	
Commodities: _		
	hosen NOT to submit a Proposal at this time but would like to remain on your list for this bry. We did not submit a Proposal because:	
Reason(s):		
	OVE my/our name from all MHMR Tarrant lists until further notice.	
Company Name	e:	
	(Print Name):	
	: () Fax Number: ()	_
	PLEASE RETURN THIS FORM ONLY TO:	
	MHMR Purchasing Department Notice "No Bid" – RFP 25-008 TEMPORARY STAFFING SERVICES 3840 Hulen Street, Suite 538 Fort Worth, Texas 76107	
Authorized Sign	nature:	
Title:	Date:	
	O RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL UR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE	
Thank you for y	your time and assistance.	

ATTACHMENT C DEVIATION FORM

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures MHMR of their full agreement and compliance with the Specifications, Terms and Conditions.

An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated below.

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION			
COMPANY NAME:			
AUTHORIZED SIGNATURE:			
PRINTED NAME/TITLE:			
DATE:			

ATTACHMENT D NON-COLLUSION AFFIDAVIT OF CONTRACTOR

tate of	County of
	verifies that:
(Name)	
(1)	Owner, partner, officer, representative, or agent of, has submitted the attached bid. (Company Name)
(2)	Company is fully informed in respect to the preparation, contents, and circumstances regarding the attached bid.
(3)	Neither said company nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other contractor, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.
	SIGNATURE
	PRINTED NAME
	Subscribed and sworn to before me this.
	day of 2025
	NOTARY PUBLIC in and for
	County, Texas.
	My commission expires

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

ATTACHMENT E REFERENCE FORM

Invalid contact information will result in default of references and may cause the bid to be disqualified. THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.

Company Name:	
Street Address:	
City, State & Zip:	
Contact Name:	Phone:
E-mail:	
List date and describe work performed:	
Size of Organization:	
Company Name:	
Street Address:	
City, State & Zip:	
Contact Name:	
E-mail:	
T' / 1 / 1 1 C 1	
Size of Organization:	
<u> </u>	
Company Name:	
Street Address:	
City, State & Zip:	
Contact Name:	Phone:
E-mail:	
List date and describe work performed:	
Size of Organization:	