

TERM & SUPPLY CONTRACT
For
TEMPORARY EMPLOYEE SERVICES
Between
PEOPLEREADY, INC.
And
CITY OF COLUMBIA, MISSOURI

THIS AGREEMENT (hereinafter “Agreement”) is by and between the **City of Columbia, Missouri** (hereinafter “City”), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and **PeopleReady, Inc.** (hereinafter “Contractor”), a State of Washington corporation with the authority to transact business within the State of Missouri and whose principle office address is 1015 A Street, Tacoma, WA 98402, and whose local address is 1900 Vandiver Drive, Columbia MO, 65202, and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, City has need for temporary employees to be supplied by a temp service provider on a term and supply basis and in order to contract for those services issued the Request for Proposal (hereinafter “City’s RFP”), attached hereto as **Exhibit A** and made a part of this Agreement;

WHEREAS, to meet City’s needs for such services, Contractor submitted Contractor’s Proposal and Pricing (hereinafter “Contractor’s Response”), attached hereto as **Exhibit B** and made a part of this Agreement; and

WHEREAS, City and Contractor wish to enter into an agreement for Contractor to provide these services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) “*Contractor Pricing*” shall mean the price that Contractor agrees to accept for providing temporary employees as set forth in Contractor’s Response, attached hereto as **Exhibit B** and made a part of this Agreement.

(b) “*Services*” shall mean the timely provision of services, details of which are further described in the City’s RFP, attached hereto as **Exhibit A**, and in Contractor’s Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services after receiving a request for Services from the City.
- 2.2. **Pricing.** Both parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit B**.
- 2.3. **Identification of workers.** Upon arrival of any temporary employee, Contractor shall provide identifying information regarding the employee that shall include, at a minimum, the name of the employee.
- 2.3. **Documentation of Work Performed.** Contractor shall prepare an invoice monthly. This invoice shall specify, in a legible manner:
- Date of service;
 - The name of the employees provided for each date of service; and
 - The number of hours billed for each employee for each day of service.
- 2.4. **Billing and Payment.** All invoices shall be LEGIBLE and submitted to:

AccountsPayable@como.gov

or

City of Columbia
Finance/Accounts Payable Division
PO Box 7236
Columbia, Mo 65205

City of Columbia will generally pay within thirty (30) days of approval of invoice. The failure to provide complete information may result in delay of payment.

- 2.5. **Subcontracting.** The performance of this contract may not be subcontracted by Contractor except with the written consent of the City's Purchasing Agent.
- 2.6. **Current City Employees Ineligible.** Contractor shall not provide as a temporary employee any person who is employed in any other capacity by the City of Columbia, Missouri. This includes permanent full time and part time employees and temporary employees hired directly by the City of Columbia.

3. TERM AND TERMINATION

- 3.1. **Term.** The initial term of the Agreement for this service shall be one (1) year. Thereafter, the term of this Agreement shall be renewable for successive one (1) year terms upon agreement of both parties. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 3.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within fifteen (15) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
- 4.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice.

5. INSURANCE

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

A. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

B. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

C. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for

Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

D. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

F. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

G. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

H. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

6. MISCELLANEOUS

6.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor or any subcontractor (meaning anyone including but not limited to Contractors having a contract with Contractor) or a subcontractor for part of the

services), of anyone directly or indirectly employed by Contractor, including its employees provided under this contract, or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.

- 6.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- 6.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 6.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO

IF TO CONTRACTOR:

PeopleReady, Inc.

Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

Attn: John McBride
1900 E. Vandiver Drive
Columbia, MO 65202

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 6.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:
- Exhibit:
- A City's RFQ
 - B Contractor's Response
- In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.
- 6.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

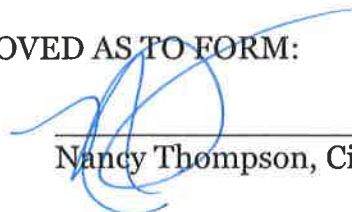
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: 
Cale Turner, Purchasing Agent

DATE: 5/29/2020

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor *NTM*

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 55706530-504990, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.


Matthew Lue, Director of Finance

CONTRACTOR: PeopleReady, Inc.

BY: 

PRINTED
NAME: JOHN L. MCBRIDE

TITLE: BRANCH MANAGER

DATE: 05/07/2020

ATTEST:

BY: 

TITLE: Market Manager M/ks

Exhibit A

City's Request for Proposal



SOLICITATION NO.: 14/2020
 BUYER: Sophie Heidenreich
 PHONE NO.: (573) 874-7687
 E-MAIL: Sophie.heidenreich@como.gov

TITLE: Temporary Employment Services for the Solid Waste Division

ISSUE DATE: Friday, December 27th, 2019

RETURN PROPOSAL NO LATER THAN: Friday, January 31st AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

	(U.S. Mail)	(Courier Service)
RETURN PROPOSAL TO:	CITY OF COLUMBIA PURCHASING	CITY OF COLUMBIA PURCHASING
	PO BOX 6015	701 E. BROADWAY, 5th FLOOR
	COLUMBIA MO 65205	COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**City of Columbia, Utilities Department
 5700 Peabody Rd.
 Columbia, MO 65201**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of temporary employment services for the City of Columbia (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

Introduction and General Information
Technical Specifications/Scope of Work
Proposal Submission Information
Pricing Page(s)
Exhibits A – G

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION:

The City of Columbia Solid Waste Division has used other City contracts for temporary employment services in the past. A need has presented itself for the Solid Waste Division to have their own, specific contract for temporary employment services. This RFP contains specific requirements that the job position has and details the specific nature of the job.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
January 10 th , 2020	Close of written <i>Requests for Additional Information</i>
January 15 th , 2020	Written responses to <i>Requests for Additional Information</i> sent to all
January 31 st , 2020	Request for Proposal is due by January 31 st , 2020 5:00 p.m. CST
March 1 st , 2020	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 14/2020 – Temporary Employment Services for the Solid Waste Division."

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Sophie Heidenreich, Senior Procurement Officer
 Phone: 573-874-7687
 E-mail: Sophie.heidenreich@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on January 15th, 2020.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror’s Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

2. SCOPE OF WORK

PERIOD OF SERVICE:

The initial term of the agreement for this service shall be one (1) year. Thereafter, the term of this agreement shall be renewable for successive one (1) year terms upon agreement of both parties. In no event shall the total term of this service/agreement extend beyond five years.

SCOPE OF SERVICES:

The City of Columbia Solid Waste Division is requesting proposals for temporary employment services for solid waste collection. The title of the position is Refuse Packer.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees may be required to follow other job-related instructions and to perform other job-related duties as requested, subject to all applicable state and federal laws. Certain job functions described herein may be subject to possible modification in accordance with applicable state and federal laws.

The Refuse Packer position collects refuse and recycling materials for transport to appropriate facilities. Refuse Packers ride/stand on the rear of refuse/recycling trucks visiting approximately 800 homes daily for the collection of refuse/recycling. Collection of refuse/recycling is done through manually lifting refuse/recycling and placing materials in the back of a refuse/recycling truck. Additionally this position may be required to help with the collection of special pickups (large bulky items) and white goods collection.

Candidates filling the Refuse Packer position must have the ability to lift up to 50lbs. Additionally they must have the ability to feel attributes of objects, grasp, push, stand, walk, reach with hands/arms, stoop, kneel, crouch, climb/balance, and move up and down from/to a sitting position on the floor.

Regular attendance is a necessary and essential function for a candidate filling this position. Additionally a general knowledge regarding safety standards and precautions is desired.

Refuse Packers are exposed to a multitude of hazards including, but not limited to:

Moving parts on machinery

Unknown chemicals/substances

Pokes/cuts from: needles, glass, nails, screws, knives, etc.

Traffic

Inclement/Hazardous weather

Repetitive movement

Strains and Sprains

All Refuse Packers are required to bring/supply and wear personal protective equipment (PPE) and weather appropriate clothing. Required PPE includes steel toe boots, gloves, jeans, safety glasses, and a class 2 high visibility vest.

The City of Columbia anticipates needing 10 – 15 temporary employees per day to fill the Refuse Packer positions. This number is an estimate and the City reserves the right to request more or fewer employees, depending on the City's needs.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

The offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”. In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

Open Records - Pursuant to section 610.021, RSMo, the offeror’s proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUTION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Price	40 points
Ability to meet requirements in Scope of Work	40 points
References for similar work	20 Points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed percentages stated on the Pricing Page for the original contract period and each potential renewal period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (40)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion.

4. PRICING PAGE

The offeror shall provide a firm, fixed price for temporary employment services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period.

Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
1	Firm, Fixed Price for Temporary Employment Service for Solid Waste Refuse Packer Position	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Total number of years performing temporary employment services for similar job descriptions.

Total number of years of experience with large governmental entities.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Indicate whether the offeror or the offeror's principals have other interests or relationships that might conflict with or compromise the requirements herein.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

EXHIBIT E

NOTICE TO OFFERORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of _____)
)SS.
State of _____)

My name is _____ I am an authorized agent of _____
_____(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Printed Name

Personally appeared before me, a Notary Public, within and for the County of

_____.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20_____.

(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:</p>	
<p>If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:</p>	<p>_____ %</p>

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><i>Charter Number (if applicable)</i></p>	<p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

TERM & SUPPLY CONTRACT
For
TEMPORARY EMPLOYEE SERVICES
Between

And
CITY OF COLUMBIA, MISSOURI

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and _____ (hereinafter "Contractor"), a _____ with the authority to transact business within the State of Missouri and whose address is _____, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has need for temporary employees to be supplied by a temp service provider on a term and supply basis and in order to contract for those services issued the Request for Proposal (hereinafter "City's RFP"), attached hereto as **Exhibit A** and made a part of this Agreement;

WHEREAS, to meet City's needs for such services, Contractor submitted Contractor's Proposal and Pricing (hereinafter "Contractor's Response"), attached hereto as **Exhibit B** and made a part of this Agreement; and

WHEREAS, City and Contractor wish to enter into an agreement for Contractor to provide these services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

(a) "*Contractor Pricing*" shall mean the price that Contractor agrees to accept for providing temporary employees as set forth in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

(b) "*Services*" shall mean the timely provision of services, details of which are further described in the City's RFP, attached hereto as **Exhibit A**, and in Contractor's Response, attached hereto as **Exhibit B** and made a part of this Agreement.

2. RESPONSIBILITIES

- 2.1. **Provision of Services.** Contractor agrees to perform the Services after receiving a request for Services from the City.
- 2.2. **Pricing.** Both parties agree the price will be fixed at the amount provided in Contractor's Response, attached hereto as **Exhibit B**.
- 2.3. **Identification of workers.** Upon arrival of any temporary employee, Contractor shall provide identifying information regarding the employee that shall include, at a minimum, the name of the employee.
- 2.3. **Documentation of Work Performed.** Contractor shall prepare an invoice monthly. This invoice shall specify, in a legible manner:
- Date of service;
 - The name of the employees provided for each date of service; and
 - The number of hours billed for each employee for each day of service.
- 2.4. **Billing and Payment.** All invoices shall be LEGIBLE and submitted to:
- AccountsPayable@como.gov
- or
- City of Columbia
Finance/Accounts Payable Division
PO Box 7236
Columbia, Mo 65205
- City of Columbia will generally pay within thirty (30) days of approval of invoice. The failure to provide complete information may result in delay of payment.
- 2.5. **Subcontracting.** The performance of this contract may not be subcontracted by Contractor except with the written consent of the City's Purchasing Agent.
- 2.6. **Current City Employees Ineligible.** Contractor shall not provide as a temporary employee any person who is employed in any other capacity by the City of Columbia, Missouri. This includes permanent full time and part time employees and temporary employees hired directly by the City of Columbia.

3. TERM AND TERMINATION

- 3.1. **Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one Party provides written notice to the other party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 3.2. **Termination for Default.** If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within fifteen (15) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.
- 4.3. **Termination for Convenience.** City may terminate this Agreement for convenience at any time by providing written notice of termination for convenience. This termination goes into effect upon Contractor's receipt of written notice.

5. INSURANCE

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

A. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

B. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

C. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event

Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

D. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

E. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

F. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

G. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

H. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

6. MISCELLANEOUS

6.1. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Contractor of any subcontractor (meaning anyone including but not limited to Contractors

having a contract with Contractor) or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, including its employees provided under this contract, or by any subcontractor, or anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend City from its own negligence.

- 6.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 6.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 6.4. **Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Contractor shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing any of the contracted services.
- 6.5. **General Laws.** Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 6.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

IF TO CONTRACTOR:

City of Columbia, MO
Finance Department
ATTN: Purchasing Agent
P.O. Box 6015
Columbia, MO 65205 – 6015

Any notice required by this Agreement to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 6.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 6.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 6.9. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit:

- A City's RFQ
- B Contractor's Response

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- 6.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: _____
Cale Turner, Purchasing Agent

DATE: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account _____, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Matthew Lue, Director of Finance

CONTRACTOR: _____

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

TITLE: _____

Exhibit B
Contractor's Response



SOLICITATION NO.: 14/2020
 BUYER: Sophie Heidenreich
 PHONE NO.: (573) 874-7687
 E-MAIL: Sophie.heidenreich@como.gov

TITLE: Temporary Employment Services for the Solid Waste Division

ISSUE DATE: Friday, December 27th, 2019

RETURN PROPOSAL NO LATER THAN: Friday, January 31st AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

RETURN PROPOSAL TO: (U.S. Mail) CITY OF COLUMBIA PURCHASING or (Courier Service) CITY OF COLUMBIA PURCHASING
 PO BOX 6015 PO BOX 6015
 COLUMBIA MO 65205 COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Utilities Department
 5700 Peabody Rd.
 Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME <i>PeopleReady</i>
MAILING ADDRESS <i>1900 Vandiver Dr</i>
CITY, STATE, ZIP CODE <i>Columbia Mo 65202</i>

CONTACT PERSON <i>John McBride</i>	EMAIL ADDRESS <i>Jmcbride@peopleready.com</i>
PHONE NUMBER <i>573-476-9253</i>	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>John L McBride</i>	DATE <i>2-7-2020</i>
PRINTED NAME <i>JOHN L. McBRIDE</i>	TITLE <i>Branch Manager</i>

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of temporary employment services for the City of Columbia (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

Introduction and General Information
Technical Specifications/Scope of Work
Proposal Submission Information
Pricing Page(s)
Exhibits A – G

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION:

The City of Columbia Solid Waste Division has used other City contracts for temporary employment services in the past. A need has presented itself for the Solid Waste Division to have their own, specific contract for temporary employment services. This RFP contains specific requirements that the job position has and details the specific nature of the job.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
January 10 th , 2020	Close of written <i>Requests for Additional Information</i>
January 15 th , 2020	Written responses to <i>Requests for Additional Information</i> sent to all
January 31 st , 2020	Request for Proposal is due by January 31 st , 2020 5:00 p.m. CST
March 1 st , 2020	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 14/2020 – Temporary Employment Services for the Solid Waste Division."

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Sophie Heidenreich, Senior Procurement Officer

Phone: 573-874-7687

E-mail: Sophie.heidenreich@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on January 15th, 2020.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

2. SCOPE OF WORK

PERIOD OF SERVICE:

The initial term of the agreement for this service shall be one (1) year. Thereafter, the term of this agreement shall be renewable for successive one (1) year terms upon agreement of both parties. In no event shall the total term of this service/agreement extend beyond five years.

SCOPE OF SERVICES:

The City of Columbia Solid Waste Division is requesting proposals for temporary employment services for solid waste collection. The title of the position is Refuse Packer.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees may be required to follow other job-related instructions and to perform other job-related duties as requested, subject to all applicable state and federal laws. Certain job functions described herein may be subject to possible modification in accordance with applicable state and federal laws.

The Refuse Packer position collects refuse and recycling materials for transport to appropriate facilities. Refuse Packers ride/stand on the rear of refuse/recycling trucks visiting approximately 800 homes daily for the collection of refuse/recycling. Collection of refuse/recycling is done through manually lifting refuse/recycling and placing materials in the back of a refuse/recycling truck. Additionally this position may be required to help with the collection of special pickups (large bulky items) and white goods collection.

Candidates filling the Refuse Packer position must have the ability to lift up to 50lbs. Additionally they must have the ability to feel attributes of objects, grasp, push, stand, walk, reach with hands/arms, stoop, kneel, crouch, climb/balance, and move up and down from/to a sitting position on the floor.

Regular attendance is a necessary and essential function for a candidate filling this position. Additionally a general knowledge regarding safety standards and precautions is desired.

Refuse Packers are exposed to a multitude of hazards including, but not limited to:

- Moving parts on machinery
- Unknown chemicals/substances
- Pokes/cuts from: needles, glass, nails, screws, knives, etc.
- Traffic
- Inclement/Hazardous weather
- Repetitive movement
- Strains and Sprains

All Refuse Packers are required to bring/supply and wear personal protective equipment (PPE) and weather appropriate clothing. Required PPE includes steel toe boots, gloves, jeans, safety glasses, and a class 2 high visibility vest.

The City of Columbia anticipates needing 10 – 15 temporary employees per day to fill the Refuse Packer positions. This number is an estimate and the City reserves the right to request more or fewer employees, depending on the City's needs.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

The offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUTION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Evaluation Criteria Scoring Category	Maximum Points
Price	40 points
Ability to meet requirements in Scope of Work	40 points
References for similar work	20 Points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed percentages stated on the Pricing Page for the original contract period and each potential renewal period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (40)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

Certificate of authority to transact business/certificate of good standing (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g., professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion.

4. PRICING PAGE

The offeror shall provide a firm, fixed price for temporary employment services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period.

Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
1	Firm, Fixed Price for Temporary Employment Service for Solid Waste Refuse Packer Position	\$ <u>22.44</u> /hr	\$ <u>22.44</u> /hr	\$ <u>22.44</u> /hr	\$ <u>22.44</u> /hr	\$ <u>22.44</u> /hr

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Total number of years performing temporary employment services for similar job descriptions.

Total number of years of experience with large governmental entities.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Indicate whether the offeror or the offeror's principals have other interests or relationships that might conflict with or compromise the requirements herein.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

30 years in business

30 years of experience in providing temporary employment services

20 years of experience in large government entities.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: <u>Peete Peedy</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	<u>City of Columbia</u>
Address of Reference Company/Client:	<u>701 E Broadway Columbia Mo 65205</u>
Reference Contact Person Name, Phone #, and E-mail Address:	<u>Adam White Adam.White@como.gov</u>
Title/Name of Service/Contract	<u>Solid waste manager</u>
Dates of Project Initiation and Project Completion:	<u>Jan 1 - Dec 31ST</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	<u>Waste Collection</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

EXHIBIT D

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

EXHIBIT E

NOTICE TO OFFERORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:</p>	
<p>If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:</p>	<p><u>0</u> %</p>

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><i>Charter Number (if applicable)</i></p>	<p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone)
)SS.
State of Missouri)

My name is Cedric Ganaway. I am an authorized agent of PeopleReady (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature]
Affiant

Cedric Ganaway
Printed Name

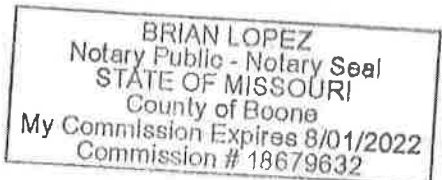
Personally appeared before me, a Notary Public, within and for the County of

Boone,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 7th day of February, 2020.

My Commission expires 08/01/2022, 20 .



[Signature]
(Notary Public)



People Ready
Attn: John McBride
1900 Vandiver Dr.
Columbia, MO 65202

VIA E-MAIL: jmcbride@peopleready.com

To Whom It May Concern:

In accordance with RFP 14/2020 – Temporary Employment Services for the Solid Waste Division, this letter shall constitute an official request by the City of Columbia to enter into competitive negotiations with your company.

In your response to this Best and Final Offer (BAFO), you may make any modification, addition, or deletion deemed necessary to your proposal. However, it is not necessary for you to resubmit your entire proposal. Only the portions of your proposal that are being revised as a result of this request for a BAFO need to be submitted. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, (3) all clarifying questions have been answered, and (4) this is your best offer, including a reduction or other change to pricing. Please see specific areas to address below.

1. Due to the nature of the City's current operation, we rely on temporary labor provided by third party vendors on a daily basis. Additionally, our daily needs are in constant fluctuation. If awarded this contract, what is the estimated time it would take for your company to be able to provide 10 to 20 temporary employees?
2. Since the City's operation has a staffing requirement in constant fluctuation which is often changing on a daily basis, how quickly could your company provide requested temporary labor on a daily/hourly basis?
3. If a temporary employee does not show up for a scheduled shift due to any number of reasons (ie, sick, vacation, no call no show) how quick would your company be able to provide a fill in employee?
4. If a temporary employee showed up without the required PPE, as stated in the bid solicitation, what is the expected protocol? How quickly would a replacement employee be provided if the offending employee was unable/unwilling to provide the required PPE? Additionally, would your company be checking the status of the employees PPE prior to employees being deployed to our facility?
5. Does your company/staff have any experience providing employees for trash/refuse services?
6. Would your company open a storefront in/near our community? Or would your company operate remotely?
7. Is there a required length of time an employee must work for your company prior to being hired as a City temporary/full time employee?
8. Please describe your timekeeping process and how the city is able to verify reported hours by employees. If time sheets are to be submitted by the City, what is the submittal frequency expected by your company (daily, weekly, biweekly)?
9. How would a work comp/on-site injury be handled? Would the City be responsible to report the injury to your company and transport your employee to the location for care, or would this be handled by your staff?
10. Please explain your process/method of operation. For example, does your company hire and maintain a large pool of employees and fill our request for employees from this pool on an as needed basis resulting for daily, weekly request?
or
Does your company act as a "head hunting" company providing resumes and prospective temporary employees to the city for an interview, with selected employees working for the City through your company?
or

Does your company operate in a different method/process?

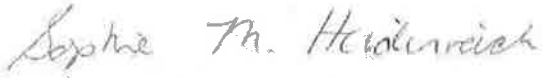
11. Provide references for similar work (not to include the City of Columbia contacts).

You are requested to respond to this BAFO request by 5:00PM CST on Monday, April 6th, 2020 to Sophie.Heidenreich@CoMo.Gov.

You are reminded that proposal documents including any BAFO documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected.

If you have any questions regarding this BAFO request, please contact me at (573) 874-7687 or by e-mail. I sincerely appreciate your efforts in working with the City of Columbia to ensure a thorough evaluation of your proposal.

Sincerely,



Sophie M. Heidenreich, Senior Procurement Officer

c: Evaluation Team
RFP 14/2020

City Of Columbia Bid Responses.
RFP 14/2020

1. We could Immediately provide workers to the solid waste division.
2. We can provide workers to the jobsite immediately.
3. Yes , if an employee does not show up for work we have replacements ready and available.
4. We send all employees to job sites with PPE ready for work. It is protocol for our staff to communicate this with each of our workers prior to arriving. If for any reason the worker does not have on the appropriate PPE staff will send a new worker that is equipped, or staff will bring the PPE from our office to the worker.
5. Yes our company has years of experience dealing with the solid waste division.
6. We have an office that is already open and operating. 28 years in business.
7. Each worker must work a total of 521 hours prior to be hired on to the City of Columbia full time.
8. We have an electronic time keeping process. Our company Uses Jobstack which is a feature that allows you as the customer to rate our workers and even place the hours worked inside of the Application. If there is ever a technical issue, we can also accept paper tickets (which we provide) by email.
9. We provide workers compensation benefits for each one of our associates. The City of Columbia is not responsible for our workers if they are injured while on the job.
10. Our process is continual when it comes to recruiting. We have a very large pool of workers that are always waiting for an opportunity to work. We are not a head hunting company. We have a continual flow of employees and applicants that are looking for work.
11. As for references, our Columbia office has only worked with the City of Columbia solid waste unit. (current and past). We have built great working relationships with the solid waste division team.

Best Regards,

Cedric Ganaway
Market Manager (Columbia) (Kansas City) (Springfield)
M: 573-825-5193
cganaway@peopleready.com
www.peopleready.com



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PeopleReady, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1002 Solutions Center

6 City, state, and ZIP code
Chicago, IL 60677-1000

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

2	2	-	3	6	0	6	7	3	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Cornie Beutels Date ▶ 1/2/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the PeopleReady Columbia #1130 (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 420919

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 420919

Approved by:

Employer PeopleReady Columbia #1130	
Name (Please Type or Print) Shannon Shields	Title
Signature Electronically Signed	Date 06/08/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/08/2011

Company ID Number: 420919

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	PeopleReady Columbia #1130
Company Facility Address	1900 E. Vandiver Columbia, MO 65202
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	223606735
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1

Company ID Number: 420919

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)

Company ID Number: 420919

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Morgan Shapiro
Phone Number (800) 610 - 8470 ext. 8470
Fax Number
Email Address icomply@trueblue.com

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CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Boone)
State of Missouri)SS.

My name is Cedric Baranway. I am an authorized agent of People Ready (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

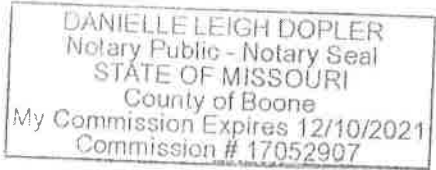
[Signature]
Affiant

Cedric Baranway
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Boone,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 30th day of April, 20 20.
My Commission expires 12/10, 2021.



[Signature]
(Notary Public)



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)

5/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED 1036748 PeopleReady, Inc. 1015 A. Street PO Box 2910 Tacoma, WA 98401 000852052	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co Pitts. PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER C: Insurance Company of the State of PA</td> <td style="text-align: center;">19429</td> </tr> <tr> <td>INSURER D: American Home Assurance Company</td> <td style="text-align: center;">19380</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co Pitts. PA	19445	INSURER B: New Hampshire Insurance Company	23841	INSURER C: Insurance Company of the State of PA	19429	INSURER D: American Home Assurance Company	19380	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 16731929 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6862343	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	2991935 (AOS) 2991936 (MA) 2991937 (VA)	7/1/2019 7/1/2019 7/1/2019	7/1/2020 7/1/2020 7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	28295164	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$ XXXXXXXX
B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	14649290, 14649284, 14649287 14649293, 14649288, 14649286 14649296	7/1/2019 7/1/2019 7/1/2019	7/1/2020 7/1/2020 7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Work Comp	N	N	5565626-QSI	7/1/2019	7/1/2020	SIR \$350,000 each accident	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The above coverages apply only to temporary employees dispatched to do work on behalf of the Named Insured. City of Columbia is included as Additional Insured if required by written contract between the Named Insured and City of Columbia as respects General Liability.

CERTIFICATE HOLDER 16731929 City of Columbia 701 E Broadway Columbia, MO 65205	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SCHEDULE OF NAMED INSUREDS
TrueBlue, Inc. Affiliates'

Centerline Drivers, LLC
CLP Resources, Inc.
Labor Ready, Inc.
PeopleReady, Inc.
PeopleReady Florida, Inc.
Project Trade Solutions, LLC
Spartan Staffing, LLC
Spartan Staffing Puerto Rico, LLC
TrueBlue, Inc.
TrueBlue Enterprises, Inc.
TrueBlue Energy and Industrial Services, LLC
Venue Ready, LLC
Job Rooster, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 7/1/2019 forms a part of Policy No. 6862343

By National Union Fire Ins Co Pitts. PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability caused in whole or in part:

- A. by your acts or omission in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.