



**Finance Committee
Meeting Agenda
April 9, 2024
4:30 PM
City Council Chambers**

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

Items For Discussion

- | | | |
|----|---|----------------------|
| 1. | GFOA Discussion | Informational |
| | To review the GFOA online click this link:
https://www.bentonvillear.com/Archive.aspx?AMID=40 | |
| 2. | Update on Water Main Damage | Informational |

City Council Items To Be Considered

- | | | |
|----|---|-------------------|
| 1. | Section I Item 4 on the City Council
Agenda: Ordinance to Waive
Competitive Bidding to Purchase an
Awning at the Police Training Facility | Ordinance* |
| | Ordinance to approve a waiver of competitive bidding for a shelter (awning) by Play by Design, Inc., in the amount of \$72,489.00 at the police training facility. No budget adjustment is needed. | |
| 2. | Section I Item 6 on the City Council
Agenda: Ordinance to enter an
Agreement with Pyro Shows, Inc. for the
City July 4th Fireworks Show | Ordinance* |
| | Ordinance to waive competitive bidding and enter into an agreement with Pyro Shows, Inc. to provide our fireworks display for the 4th of July Celebration at Orchards Park for 2024. Pyro Shows have provided our display for the last several years, and are familiar with our site, safety considerations, and processes. No budget adjustment is required. | |

3. **Section I Item 8 on the City Council** **Resolution**
Agenda: Resolution to enter into an Agreement with 1st Employment Staffing for Temporary Staffing Services
Resolution authorizing the Mayor and City Clerk to enter into an Agreement with 1st Employment Staffing to provide temporary staffing services for City Departments per the attached Contract. The Contract with 1st Employment will be for one year, renewable annually for a maximum term of three years. No Budget Adjustment is needed.
4. **Section I Item 9 on the City Council** **Resolution**
Agenda: Resolution to enter into an Agreement with Snelling for Temporary Staffing Services
Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Snelling to provide temporary staffing services for City Departments per the attached Contract. The Contract with Snelling will be for one year, renewable annually for a maximum term of three years. No Budget Adjustment is needed.
5. **Section I Item 10 on the City Council Agenda:** **Resolution**
Resolution to enter into an Agreement with Staffmark Group for Temporary Staffing Services
- (2024-767)
Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Staffmark Group to provide temporary staffing services for City Departments per the attached Contract. The Contract with Staffmark Group will be for one year, renewable annually for a maximum term of three years. No Budget Adjustment is needed.
6. **Section I Item 11 on the City Council** **Resolution**
Agenda: Resolution entering into an Agreement for Renewal of Cyber Security Services
Authorizing an agreement with Heartland Business Systems for Renewal of Cyber Security Services through participation in TIPS Contract #220105. No Budget Adjustment is needed.
7. **Section I Item 13 on the City Council** **Resolution**
Agenda: Resolution to Purchase Madvac Sub Compact Sweeper
Resolution to award bid to River City Hydraulics Inc. through participation in the Sourcewell Cooperative Contract, to purchase MADVAC LS175 Sub Compact Sweeper in the amount of \$141,550.24 plus applicable taxes. No Budget Adjustment is needed.
8. **Section I Item 16 on the City Council** **Resolution**
Agenda: Resolution for a Budget Adjustment Recognizing \$167,796.00 for the Bentonville Municipal Airport

Resolution moving \$167,796.00 in previously received funds from a Through the Fence agreement to the Bentonville Municipal Airport budget from general fund reserves. A budget adjustment is needed to move the funds.

9. **Section II Item 1 on the City Council** **Resolution**

Agenda: Resolution to Award Bid IFB-24-16 Re-Bid for Electrical Material

A Resolution authorizing the Mayor and City Clerk to enter into an agreement awarding bid IFB-24-16, to Techline and Arkansas Electric. Approved by Utility Board 5-0. No budget adjustment is needed.

10. **Section II Item 2 on the City Council** **Resolution**

Agenda: Resolution to Award Bid IFB 24-01 to Valmont Industries, Inc for \$993,976.00

Approving a resolution to award IFB 24-01 for the steel poles for the transmission line connection between Substation "G" and Substation "I" to Valmont Industries, Inc. for \$993,976.00, plus applicable taxes. Approved by Utility Board 5-0. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



ESTIMATE

Play By Design, Inc. | 2929 e. 56th PL Tulsa, OK 74105

BENTONVILLE POL

DATE

1/18/2024

ESTIMATE TOTAL

\$70,874.00

PHONE

ADDRESS

E-MAIL

PREPARED BY:

Cheryl Sumners

GOOD UNTIL:

8/30/2023

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

1

30X30 SQUARE HIP SHELTER
W/ENGINEERED DRAWINGS

\$40,500.00

FREIGHT TO JOBSITE

\$2,500.00

CONCRETE PAD

\$6,200.00

INSTALLATION

\$17,000.00

\$0.00

SUBTOTAL

\$66,200.00

TAX RATE

9.50%

SALES TAX

\$6,289.00

TOTAL

\$72,489.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Exclusions but not limited to: Not responsible for unmarked
utilities, permits. Rock Clause in effect (additional costs will be
incurred) 3.5% will be added to Credit
Card transactions.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP

DATE

Cheryl@playbydesigninc.com

918.809.2293

Model: Steelworx Gable Shelter, 30' x 30'
Model # GA-3030-SW

Manufacturing Mission: To provide all prefabricated components and installation instructions for a 30' wide (measured from eave to eave) by 30' long free standing bolt together, tubular steel constructed shelter kit.

Design Criteria: Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be 10" x 6" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 10" x 6" x 3/16" and purlins 7" x 5" x 3/16". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roofing: 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 8'-0". Attached to structural framing with exposed self tapping screws painted to match roof color. Matching 24 Ga. trim included.

Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.

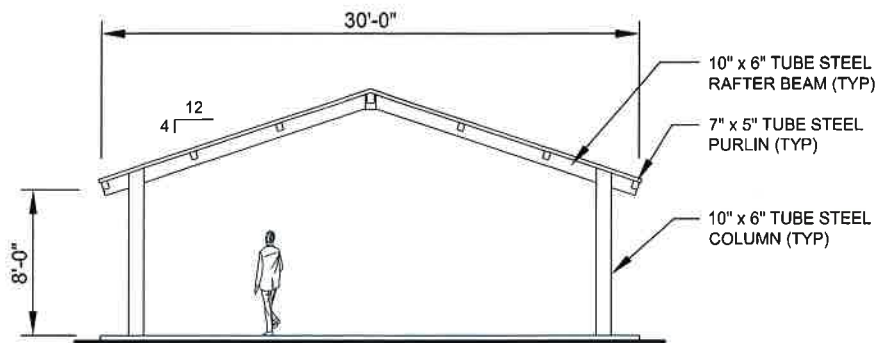


11800 East 9 Mile Road
Warren, MI 48089
Office: (586) 486-1088
Fax: (586) 754-9130
Toll Free: (800) 657-6118
Email: Info@coverworx.com
www.Coverworx.com

Steelworx Gable Shelter - 30' x 30'

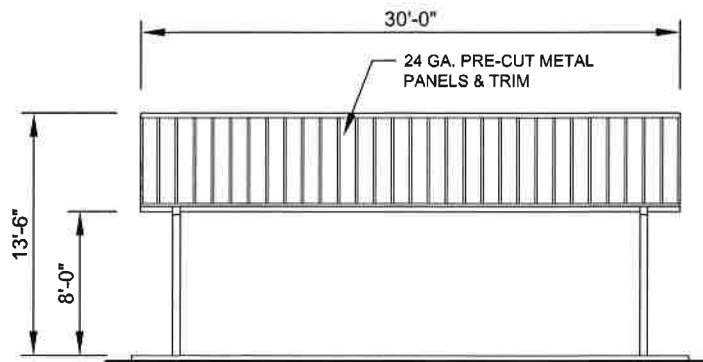
Model: GA-3030-SW

DESIGN SPECIFICATIONS



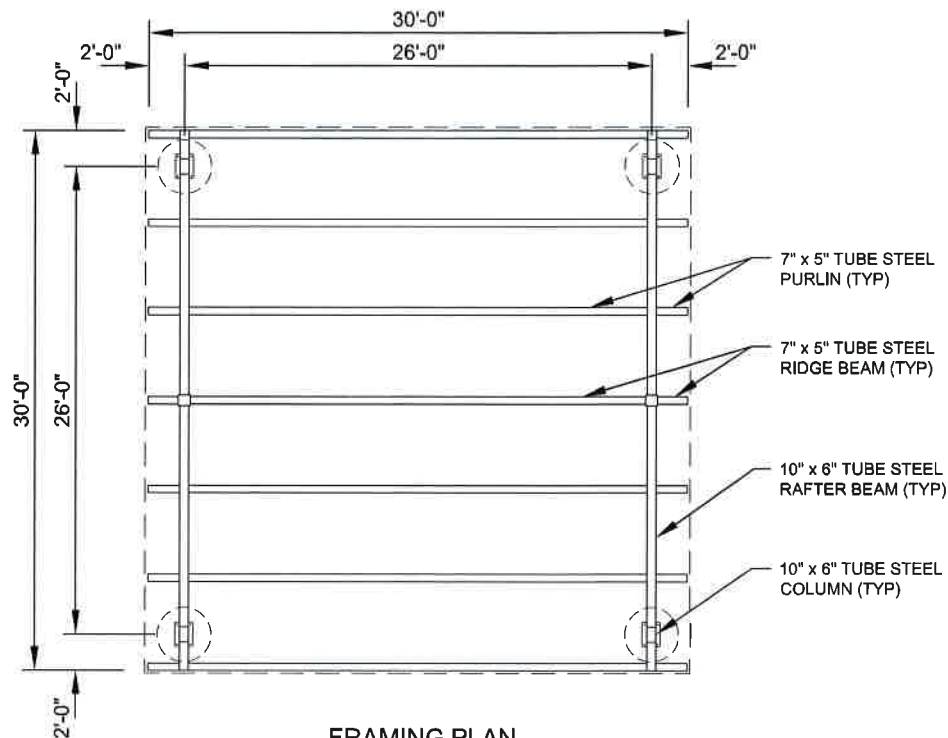
FRONT ELEVATION

SCALE: NTS



SIDE ELEVATION

SCALE: NTS



FRAMING PLAN

SCALE: NTS

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF AN AWNING FOR THE BENTONVILLE POLICE DEPARTMENT TRAINING FACILITY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, IN THE AMOUNT OF SEVENTY-TWO THOUSAND FOUR HUNDRED EIGHTY-NINE DOLLARS (\$72,489.00), WITH PLAY BY DESIGN INC., FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires an awning at the Police Training Facility;

WHEREAS, a competitive bid packet was solicited with one response that was incomplete;

WHEREAS, it is not practical or feasible to solicit another competitive bid based on the timing required completion date of the 2021 bond extension project; and

WHEREAS, this agreement will be funded by the 2021 Bond Extension Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Play by Design, Inc., for the purchase of an awning for the Bentonville Police Department Training Facility, in an amount not to exceed seventy-two thousand four hundred eighty-nine dollars (\$72,489.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of an awning for the Bentonville Police Department Training Facility;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **Mar 27, 2024** by and between **PYRO SHOWS, Inc., a Tennessee Corporation**, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, and hereinafter referred to as "**PYRO SHOWS**" and **City of Bentonville, AR** with its principal place of business located at **117 W. Central Avenue Bentonville, AR 72712** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **24 AR 07-04-Custom-40000-000322** dated **Mar 27, 2024**. The Show will be given on **July 4, 2024**. Rain date/postponement date: **July 5, 2024**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as additional Insured under the terms of this coverage. PYRO SHOWS, INC. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Bentonville, AR shall pay PYRO SHOWS \$ 40,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 40,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 20,000.00) upon return of signed contract by April 26, 2024. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ **DATE:** _____

Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF FIREWORKS FOR THE CITY OF BENTONVILLE FIREWORKS SHOW; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00), WITH PYRO SHOWS, INC. FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department is requesting council to waive competitive bidding to enter into an agreement with Pyro Shows, Inc. to provide the fireworks display for the 4th of July Celebration at Orchards Park;

WHEREAS, Pyro Shows Inc. has provided our display for the last several years and are familiar with the site, safety considerations and processes; and

WHEREAS, this agreement will be funded with budgeted monies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Pyro Shows Inc. for the purchase of fireworks for the City of Bentonville Fireworks Show, in an amount not to exceed forty thousand dollars (\$40,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of fireworks for the City of Bentonville Fireworks Show;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-24-11 Temporary Staffing Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and 1st Employment Staffing, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City’s Request for Qualifications RFQ-24-11, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Jason Daugherty, CEO. The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department’s needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. CONTRACT TERM. The term for this Contract shall be Term, commencing on the effective date of this Contract. The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

a. Contractor’s Agreement, excluding signature pages, attached hereto as **Exhibit C**, has been included in the Contract with the exclusion of all Sections of Contractor’s Agreement stricken through.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

- a. **Regular Time Labor, Lawn Care Workers, Maintenance, Janitorial, etc.: 30.75% Mark Up to Pay Rate**
- b. **Over-Time Labor, Lawn Care Workers, Maintenance, Janitorial, etc.: 30.75% Mark Up to Pay Rate.**
- c. **Regular Time Clerical/Administrative: 39% Mark Up to Pay Rate**
- d. **Over-Time Clerical/Administrative: 39% Mark Up to Pay Rate**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. METHOD OF AWARD/WORK. This Contract is intended to be utilized by Departments Citywide.

- a. **Multiple Award.** Contractor was the top highest rated submitter to RFQ-24-11, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.
- b. **Replacement Temporary Employee Positions.** In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.
- c. **Summary.** A summary of the Method of Award/Work has been attached hereto as **Exhibit D** for the Parties quick reference.

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

- 8. INVOICING.** Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.
- a.** Contractor shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.

9. PAYMENT.

- a. Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
- b. Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.
- c. Temporary Employees Whom Resign.** The City shall not be billed for hours worked by temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City).

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
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12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

13. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

16. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

17. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.



CITY OF BENTONVILLE, ARKANSAS
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1000 SW 14th Street
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18. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712
SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this March 21,
2024 (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name(printed): Jacqueline Rivera
Title: Chief Operating Officer
1st Employment Staffing
Address: 1 W Mountain Fayetteville, AR 72703



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

1st Employment Proposal for Temporary Staffing Services



RFP FOR RFQ-24-11

TEMPORARY STAFFING SERVICES

CITY OF BENTONVILLE

1st Employment provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with all federal, state and local laws. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

1st Employment expressly prohibits any form of unlawful employee harassment including that based on race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status. Improper interference with the ability of 1st Employment employees to perform their expected job duties is not tolerated.

Agency: 1st Employment
1303 W. Hudson Rd. Rogers AR, 72756
Headquarters in 1 W Mountain Fayetteville, AR 72703
www.1stemployment.com

Contacts:
Liz Reyes, Director of Branch Operations
lreyes@1stemployment.com
(479) 273-9992

Jason Daugherty, President and CEO
jdaugherty@1stemployment.com
(479) 717-2910

City of Bentonville Administrative Services
Attention: Purchasing Department
1000 SW 14th Street
Bentonville, Arkansas 72712



City of Bentonville Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, Arkansas 72712

Dear Purchasing Team,

We are delighted to learn that our submission has earned the highest rating from the Evaluation Committee. We extend our sincere gratitude for the opportunity to present our proposal of services tailored to meet the staffing needs of the City of Bentonville.

Confident in the expertise of our team, we are committed to collaborating closely with the City of Bentonville to gain a comprehensive understanding of your business requirements. Our professionals are dedicated to delivering services that align seamlessly with your staffing objectives.

Enclosed, you will find 1st Employment's detailed proposal outlining the range of services we offer to support the City of Bentonville. Should you have any inquiries regarding our proposal or require further assistance, please do not hesitate to contact me at (479) 717-2910 or Liz Reyes at (479) 273-9992.

We eagerly anticipate the opportunity to continue our successful partnership with the City of Bentonville. Thank you once again for your consideration, and we look forward to another year of collaboration and mutual success.

Sincerely,



Jason Daugherty
President and CEO, 1st Employment

MAKING IT EASIER ON YOU

At 1st Employment, we have optimized our processes to ensure a seamless experience for the City of Bentonville. Our dedication to providing top-quality staffing solutions is enhanced by programs designed to simplify the staffing journey for you.

As part of our service, we actively engage our employees in a Referral Incentive Program and Employee Recognition Program, all at no additional cost to the City of Bentonville. These initiatives are aimed at strengthening our recruitment and retention efforts, fostering a dynamic and motivated workforce.

Our candidate screening and selection process is carefully tailored to align the candidate's skills with the City of Bentonville's job requirements. During this process, we rigorously verify each employee's eligibility to work in the United States through E-Verify, ensuring compliance with all legal requirements. As your staffing partner, we assume full responsibility for federal and state payroll taxes, including the employer portion mandated by law (FICA, FUTA, SUTA, and Workers' Compensation insurance).

To further simplify the process, we offer the following additional services to the City of Bentonville, without incurring any extra charges to you:

- Ongoing recruiting programs
- Customized hiring and selection process
- Client-specific information packets
- Continuous improvement programs
- 5 days of paid vacation to employees annually, upon meeting eligibility requirements
- Up to six days of holiday pay to employees each year, meeting eligibility criteria
- 8-hour guarantee
- Direct deposit
- Matching 401(k)
- Essential Staff Care, including MEC, MVP & Indemnity Health Insurance
- 5-panel pre-employment, reasonable suspicion, random, and post-accident drug tests, as permitted by law
- National criminal background check, including court and sex offender registry search

Moreover, our commitment extends to a weekly payroll schedule, ensuring timely compensation for work performed.

We believe in making the staffing process as straightforward and efficient as possible for the City of Bentonville.

TAILORED SUCCESS WITH CITY OF BENTONVILLE INFORMATION PACKETS

At 1st Employment we firmly believe that a well-oriented employee is crucial for success, and our expertise lies in crafting Client-Specific Information Packets that align with your expectations.

Your satisfaction and success are our top priorities, and we are committed to delivering excellent and tailored solutions to support your staffing objectives. We look forward to the opportunity to collaborate with you and contribute to the continued success of the City of Bentonville.

The following topics are deeply covered with the employee during the onboarding process:

- Essential job duties and responsibilities
- Assignment expectations
- Physical demands of the job, including but not limited to the ability to lift fifty pounds and work in adverse weather conditions.
- Job-appropriate dress code
- Work schedule, attendance, punctuality, and job abandonment policies
- What to do upon arrival at the job site
- Time clock or timesheet system used by the City of Bentonville
- Breaks/Lunch
- Code of conduct
- Use of work-appropriate language
- General safety and injury reporting procedures
- Housekeeping
- Personal Protective Equipment
- Smoking/Tobacco, and fire exits
- Cell Phones
- Paychecks



Employee Name: _____

Orientation Date: _____



City of Bentonville Information Packet



1. **General Job Duties:** Duties will include, but are not limited to: _____

Do	Don't
• Operate mowers • Operate weed eaters in rough mow settings • Weed, mechanically and or by hand, around bushes, trees, and flower beds • Trim and edge around walks, flower beds, and walls • Plant flowers, trees and shrubs • Apply herbicide and mulch under the supervision of licensed personnel • Spray lawns, shrubs, and trees with fertilizer, herbicides, and insecticide • Pick up paper and rubbish • Rake and bag leaves • Clean grounds and remove litter • Repair and paint benches, tables, and guardrails • Assist in the repair of roads, walks, trails, buildings and mechanical equipment • Work with irrigation including but not limited to trenching, installation, and repair • Brush clearing • Custodial work • Use hand power tools • Paint	• Work at heights greater than 6 feet • Operate any motor vehicle (other than forklifts, power jacks, etc.) • Operate heavy equipment • Lift more than 50 pounds unassisted • Work on assignments with obvious repetitive motion issues

2. **Attendance:** To maintain a productive work environment, it is expected that you are reliable and punctual in reporting to work. If you are unable to report to work on time or to work as scheduled you **must** notify **1st Employment** at least 1 hour prior to your scheduled start time. Excessive tardiness and/or poor attendance may lead to disciplinary action including termination of employment. _____
- **Job Abandonment Policy:** Abandoning or not completing a shift **WILL** cause your pay to be dropped down to Arkansas state minimum wage for any hours worked in the current work week. _____
 - **Tardiness:** You must contact 1st Employment ASAP if you are running late for your shift. If you are assigned to report at 6 am, this means you need to be at your designated area by 6 am.
 - **No Call No Shows:** Failing to contact 1st Employment at least 1 hour prior to the beginning of your shift will be considered a no call no show and will result in immediate termination from your assignment at the City of Bentonville and 1st Employment. ____

3. **Timesheets:** You must sign in and out every day. Your supervisor will send the timesheet to 1st Employment every Monday before 10 am so that you can be paid for time worked. Failure to sign in and out each day could result in delays in your paycheck. ____
4. **Checks:** 1st Employment pays weekly on Friday. Employees have the option to set up direct deposit or a Pay Card, which is available at any 1st Employment office location. If neither option is selected, your paycheck will be mailed to the address we have on file on Friday afternoons. 1st Employment cannot control when you will receive a mailed check once it is in the hands of the USPS. ____
5. **Dress Code:** Employees must show up to work wearing job-appropriate clothing. Employees must wear long pants at all times. Only stud earrings are allowed. Any violation of this, including the wearing of open-toed or open-heeled shoes or items that may be deemed inappropriate, could result in being sent home or dismissed. Work boots are required in all departments except for the Athletic/Horticulture Department and Community Center. You will be walking in rough terrain and these are the best footwear to protect your ankles/feet from injury.
 - a. Athletic and Horticulture Departments ➔ Shorts are ONLY allowed in the Athletic and Horticulture Departments. If you have been assigned to these two departments and you choose to wear shorts, they MUST be khaki shorts. ____
 - b. Parks & Recreation ➔ If you have been assigned to the Parks & Recreation Department, your on-site supervisor will provide you with a City of Bentonville t-shirt and/or hat. They will be part of your uniform and you must wear them every day for work. You must keep them clean and in good condition. The uniform MUST be returned to 1st Employment as soon as your assignment ends. ____
 - c. Electric ➔ If you have been to work in the Electric department, you must wear a plain, long-sleeved T-shirt and long pants. Leather work boots are also required. You will be working regularly around poisonous plants such as poison ivy, poison oak, and poison sumac so must keep your legs and arms fully covered. ____
 - d. Public Works ➔ If you have been assigned to work in Public Works or any other department not specifically listed above, you must wear a plain T-shirt. Tank tops or sleeveless shirts are NOT allowed. ____
6. **Safety Equipment:** You must wear all the personal protective equipment provided by the City of Bentonville and 1st Employment (safety glasses, gloves, safety vest, etc.). ____
7. **Work Environment:** You will be primarily working outdoors and could be exposed to adverse weather conditions. In the summer months, you will be working in extreme heat, and in the fall/winter months, you will be working in extremely cool temperatures. It is important to take safety precautions and dress accordingly. ____
8. **Heat Safety Tips:** Wear a hat and use sunscreen to prevent sunburn. Wear light-colored, loose-fitting, and breathable clothing if possible. Drink plenty of fluids throughout the day. Make sure you have ample cool, clean water on the job. Your body needs water before you feel thirsty so drink water at least every 15 minutes, even if you don't feel thirsty. Water, fruit juice, and sports drinks are best for hydration. Sodas, coffee, and tea all contain caffeine and can dehydrate you. Avoid drinking milk immediately before working in the heat as it can spoil in your stomach and make you sick. Alcohol causes dehydration and can be a big contributor to more serious heat-related illnesses. Eat well-

balanced meals. Fresh fruits and vegetables contain needed nutrients plus water. Get plenty of rest. Take breaks in the shade or a cooler area. Remove unneeded protective equipment while on break. Keep an eye on other workers, if someone looks like they are having heat exhaustion or a heat stroke take action fast to get them to a cool area and get medical attention. _____

9. **Equipment Safety:** Equipment such as zero-turn mowers should only be operated by those who have been trained and authorized by the City of Bentonville. In the event your job duty requires operating machinery like this, the City of Bentonville will properly train you on its use. If you are ever asked to operate a piece of equipment that you have not been trained to use, please notify the supervisor immediately. _____
10. **Injury Reporting Procedures:** It is very important that 1st Employment be advised immediately of all information about a work-related injury. 1st Employment's policy requires that you notify both your On-Site Supervisor and your 1st Employment Representative of your injury. If circumstances don't allow an immediate notification, you must report the incident to 1st Employment by the end of your shift. 1st Employment has a 24-hour a day, seven-day a week mobile app, emergency cell phone 479-899-7918 and email service, workcomp@1stemployment.com, to take your report. It's your responsibility as our employee to report your injury to 1st Employment before receiving any medical treatment otherwise WC insurance will not cover it. The customer is NOT responsible for reporting your incident/accident nor authorized to approve treatment. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a Class D felony and may be subject to maximum imprisonment in the state prison for up to six (6) years, or by a fine of up to \$10,000, or by both. In such cases, the Insurance Commissioner will refer the matter to the local prosecuting attorney. _____
11. **Lifting:** One of the leading causes of back injury in the workplace is an improper lifting technique. Many factors can contribute to back injury including poor posture and poor physical condition; however, using proper lifting techniques can help you avoid these very painful injuries. You will be asked to lift 50-100lbs repeatedly throughout the shift. _____
- **Size up the load before trying to lift it.** If the load is too heavy, or of an awkward shape, get help from a co-worker or use a mechanical lifting device. _____
 - **Bend your knees.** This is the most important rule to remember when lifting moderate to heavy objects. Center yourself over the load, get a good handhold, and lift straight up with your back straight. Allow your legs, not your back, to do the work. _____
 - **Carry the load close to your body.** Do not stretch your arms and back to reach an object. Keep the load close and centered to your body. The farther away from your body you hold the load, the more pressure is exerted on your lower back. _____
 - **Do not twist or turn your body once you have made the lift.** Keep the load close to your body and keep it steady. Any sudden twisting or turning could result in injury. _____
 - **Make sure you can carry the load where you need to go before attempting to move it.** Make sure your path is free of obstacles and there are no hazards such as spills in your path. _____
 - **Set the load down properly.** Lower your body slowly, letting your legs do most of the work. _____
 - **Always push, not pull an object.** Pushing puts less strain on the back. _____
12. **Attitude/Language:** Employees must exhibit a professional appearance and demeanor at all times. Also, must have a positive work attitude and show motivation. Only use work-appropriate language. Obscenities or offensive or discriminatory language will not be tolerated. _____

13. **Cell phones:** Sending/receiving text messages or making/receiving calls during work hours is prohibited. You are only allowed to use your cell phone during your break/lunch time. Inappropriate use of your cell phone could result in disciplinary action up to and including termination of employment. _____
14. **Drug & Alcohol Policy:** 1st Employment is committed to providing a safe and productive drug-free workplace. A failed drug screen may result in disciplinary action up to and including termination of employment. Any employee who refuses to submit to a federally mandated drug test will be deemed to have failed the test and will be subject to disciplinary actions up to and including termination of employment. It is also the policy of 1st Employment to strictly prohibit employees and others working on company premises from reporting to work or working under the influence of unauthorized or illegal drugs and/or alcoholic beverages. Any employee found to use, sell, possess, or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on 1st Employment or 1st Employment customer property, performing 1st Employment-related duties, or operating 1st Employment or 1st Employment customer equipment will be subject to discipline, up to and including termination of employment. 1st Employment strictly prohibits employees from possessing, using, and/or being under the influence of medical marijuana at work. Employees violating this policy will be subject to discipline, up to and including termination of employment.

15. **Call In Policy:** If at any time your assignment comes to an end, 1st Employment requires that you request reassignment within 48 hours of the end of each assignment and that you update 1st Employment of your availability at least every five (5) days. Failure to contact 1st Employment at the conclusion of every assignment for reassignment may result in a denial of unemployment benefits.

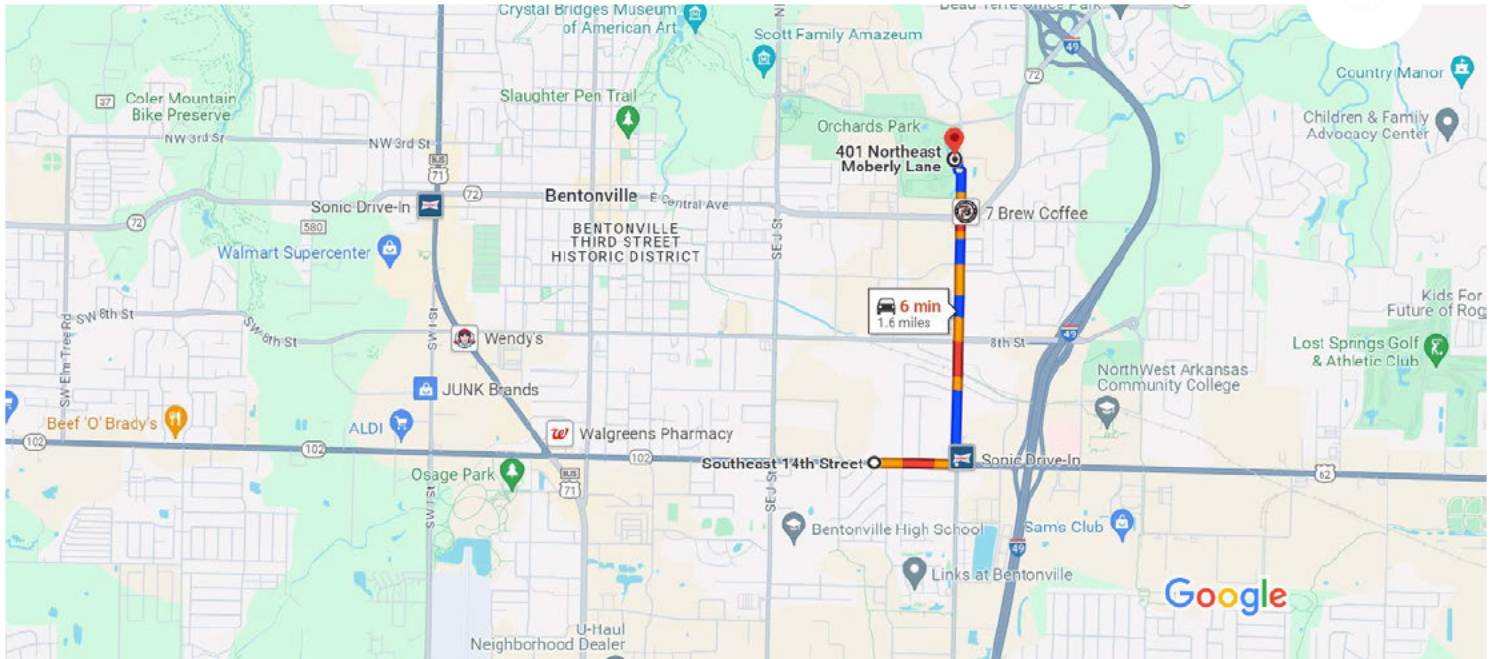
16. **Job Changes:** In order to ensure your safety, it is very important that 1st Employment be advised immediately of any changes to your job title, department and/or primary job duties and tasks. In addition, you should never perform a job that you have not been properly trained and authorized to perform. _____

Temporary Employee Signature

Date

1st Employment Supervisor Signature

Date



Map data ©2024 Google 2000 ft

City of Bentonville



RATE SCHEDULE

Labor, Lawn Care, Maintenance, Janitorial, etc.	Regular Time	Overtime
Pay Rate	\$12.00 - \$13.00	\$18.00 - \$19.50
Mark Up	30.75%	30.75%
Bill Rate	\$15.69 - \$17.00	\$23.54 - \$25.50
Clerical / Administrative	Regular Time	Overtime
Pay Rate	\$12.00 - \$13.00	\$18.00 - \$19.50
Mark Up	39%	39%
Bill Rate	\$16.68 - \$18.07	\$25.02 - \$27.11

*Overtime pay and bill rates apply to employees exceeding 40 hours in a work week.

*All rates include safety equipment such as safety vest.

*The City of Bentonville may convert to their payroll, at no additional cost, any 1st Employment employee of their choice after the employee accrues **320 hours** on assignment at the City of Bentonville.

*Rates include all pre-employment requirements as specified by the City of Bentonville, such as reference checks, criminal background checks, and drug screens.

*Rates include all benefits listed in the 1st Employment Employee Benefits Addendum.

Benefits Addendum (NW127b.v12)

Vacation

1st Employment employees are eligible to receive five days of paid vacation each year after meeting the eligibility requirements.

- Employees must work 1,800 hours within a calendar year. These hours must be worked between January 1st and December 31st of each year.
- Each year on January 1st, hours will start at zero (0) and begin accruing toward the required 1,800 hours for vacation.
- A vacation benefit check will be issued to eligible employees in January of the following year for 40 hours at your average rate of pay for the previous year.
- Employees must be on assignment at the end of the calendar year.

Holiday Pay

1st Employment employees will receive up to six days of holiday pay each year upon meeting the eligibility requirements.

- Work 960 hours for 1st Employment in the 26 weeks immediately preceding the holiday.
- Work the scheduled day before and after the holiday.
- Holiday pay will be paid at the current rate of pay that an employee is earning during the holiday week.

Paid holidays are New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

Essential StaffCare Insurance (MEC, MVC Bronze & Fixed Indemnity)

MEC Wellness/Preventive Plan - This plan provides coverage for preventive services such as immunization and routine health screening. This plan satisfies the federal healthcare reform Individual Mandate. By purchasing this plan, you will not be taxed for failing to purchase insurance required by Affordable Care Act (ACA).

MV Major Medical Bronze Plan - This plan provides minimum value major medical coverage with full in-patient hospitalization benefits under the Affordable Care Act (ACA).

Fixed Indemnity Medical Plan - This plan pays a flat amount for each covered event caused by accident or illness. The fixed indemnity plan does not satisfy the federal healthcare reform Individual Mandate and you may still be subject to tax penalties unless you enroll in the MEC plan.

For detailed information about these plans go to www.1stEmployment.com or visit a 1st Employment office. An Essential StaffCare Customer Service Representative can be reached at 1-866-798-0803.

Insurance (Accident, Cancer, Heart Plan, Short Term Disability, Life)

If you would like more information on accident, cancer, specified health event (heart plan), short-term disability or life products for you and or your family, please contact Kalie Gilbert with Aflac. You will receive group rates through 1st Employment, making it cheaper than if you were to go and purchase a policy on your own. You can reach Kalie Gilbert by calling her cell phone, (479) 530-0530 or her office number, (479) 750-2352, or by emailing her at kalie.gilbert@us.aflac.com.

401(k) Retirement Plan

1st Employment has adopted a 401(k) retirement plan for our employees. This plan is a significant addition to our employee benefits package and enables you to save money for your retirement in a tax-efficient manner. The plan is managed by Greenwood Gearhart Inc. of Fayetteville. Greenwood Gearhart, founded in 1982, is an independent investment advisory firm with over \$170 million of assets under management. For more information on Greenwood Gearhart Inc., visit their website at www.greenwoodgearhart.com. Employees age 21 years or older with at least one year of service and 1,000 hours are eligible to participate in the plan. The following sources of money are ways employees may participate.

1. **Employee Salary Deferral** – Elect to contribute a portion of your salary, up to \$19,500 per year, into the plan to lower your taxable income and save for retirement.

2. **Employer Safe Harbor Match** – 1st Employment will match dollar for dollar the first 3% of your deferred salary, and .50 on the dollar for the next 2%, for a total match of 4%.

3. **Profit Sharing** – 1st Employment may elect to make a discretionary profit sharing contribution on your behalf, subject to vesting.

4. **Rollover** – move an existing IRA or 401(k) from a previous employer into the plan to consolidate your assets. In an economic environment where many employers are cutting their employee benefits, we are proud to be adding to ours. Should you have any questions regarding the plan, or to obtain a Summary Plan Description, please contact Carla Petty at Carla.Petty@claconnect.com or (817) 882-2227.

Direct Deposit

With Direct Deposit, an employee's paycheck can be electronically deposited into their checking or savings account instead of being issued a paper check. Employees are eligible for this benefit immediately upon hire by 1st Employment. For more information, see a 1st Employment Representative.

This Benefits Addendum applies to all 1st Employment employees with the exception of Payroll Service Employees and other 1st Employment specific plans. This plan may be cancelled or altered at any time at the discretion of 1st Employment.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-24-11 Solicitation



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: January 14, 2024

NOTICE OF REQUEST FOR QUALIFICATIONS

Temporary Staffing Services

Request for Qualifications (RFQ)-24-11

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency). The contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any submission received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Submissions in response to this Invitation shall constitute an agreement of the Submitter to these conditions.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit for City projects/purchases.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs/RFPs'; however, interested parties are encouraged to notify Purchasing that they have downloaded the Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

The deadline to submit a Statement of Qualifications for RFQ-24-11 is 4:00 PM CST on February 7, 2024. Submissions must be mailed or hand delivered in a sealed envelope to the City of Bentonville Purchasing Department, located in the City of Bentonville Administrative Services Building on the 2nd floor, 1000 SW 14th Street Bentonville, AR 72712. All Submissions must be received by Purchasing prior to the deadline to submit (submission deadline). Late Submissions or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the deadline date and time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 1, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-24-11	Date of Issuance:	January 14, 2024
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas: Parks and Recreation Department		
For Questions:	Questions will be accepted in written format only to purchasing@bentonvillear.com		
Deadline for Questions:	February 1, 2024, at 4:30 PM CST		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	4:00 PM CST, February 7, 2024
Responses must be received by the Purchasing Department prior to 4:00 PM CST, Wednesday, February 7, 2024 . In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Submission Delivery Address:	City of Bentonville Administrative Services ATTN: Purchasing Department 1000 SW 14 th Street Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Submission Outer Packaging Requirements:	Outer packaging must be properly marked with the following information: • Proposal Number: RFQ-24-11 • Vendor's name and return address
Number of Copies for Submission:	(1) One signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Submitters may choose to provide this Form complete or include the requested information in their preferred format as part of their Statement of Qualifications or Letter of Interest.

Name of Firm/Agency (Company Name): _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Signature: _____

Addenda: Submitters are required to acknowledge all addenda issued for this RFQ. Submitters may acknowledge issued addenda either by inclusion in their Submission or by noting the Addendum Number and Date of Issuance below in the fields provided.

ADDENDUM NUMBER

DATE OF ISSUANCE

_____	_____
_____	_____
_____	_____



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RFQ-24-11 Temporary Staffing Services

SECTION 1: Summary

The City of Bentonville, Arkansas is accepting Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

Evaluation, selection and award will be in accordance with Arkansas laws and the City's Purchasing Policy for the procurement of professional services. The City will form a Selection Committee consisting of at least three members to evaluate Submissions. Firms may be invited to interview with the Committee; however, interviews are not required to proceed into contract negotiations.

The City reserves the right to cancel this request at any time in accordance with the City's best interest.

SUBMISSIONS TO THIS RFQ SHALL NOT INCLUDE COSTS OF ANY KIND.



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SECTION 2: Background & Information

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2020 Census reported a city population of 54,164. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners; with these major employers, coupled with the large cycling community and many existing tourist attractions, the Bentonville community continues to experience rapid growth and development. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3: Method of Award/Work

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.



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Method of Award/Work (Section 3) continued

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top-rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request from the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4: Scope of Work

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) Agency Responsibilities

- a. **Account Representative:** Assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.
- b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.



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Agency Responsibilities continued

- c. **Response Requirements:** When responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

- i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

- i. **Background Screening:** Temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.
- ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.
- iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.
1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.
- iv. **Conduct:** Temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
- v. **Attire:** The agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.



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Agency Responsibilities continued

- e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
- i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
 - ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
- f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manner, to be more accurately determined upon award of the contract. The awarded agencies shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.
- g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.
- h. **Temporary Employee Requirements:**
- i. Valid driver's license
 - ii. Pass 2-county background check
 - iii. Pass 5-panel drug screen
 - iv. Reliable transportation to/from work
 - v. Able to meet physical demands of the job
 - vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
 - vii. Able to lift at least fifty (50) pounds
 - viii. Able to work in adverse weather conditions
 - ix. Possess position appropriate clothing
 - x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)
 - xi. Motivated and reliable
 - xii. Able to and willing to follow instructions
- i. **Additional Requirements**
- i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
 - ii. Minimum pay-rate of \$12.00 (twelve dollars) per hour
 - iii. Employees shall be able to flex-schedule



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2) City of Bentonville Responsibilities

- a. **Contact Person:** The City shall provide a designated Contact Person to the agency for any Department utilizing the contract.
- b. **Training and Supervision:** Agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. from the City, as needed.
- c. **Personal Protective Equipment:** The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.
- d. **Timesheets:** Emailed to match agency payroll. The City uses a uniform timesheet created in-house. The City adds the agency name to the timesheet for respective assigned staff, and emails approved timesheets to respective agencies weekly on day after weekly pay period ends (Monday) or next business day the City is open.
- e. **Approval -Felony Convictions:** The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) Approximate Job Description: This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A workday is typically 1st or 2nd shift.

- a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
- b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grub and weed around bushes, trees and flower beds.
- c. Plant new and repair established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mow and trim lawns. Trim and edge around sidewalks, flower beds and walls.
- d. Apply herbicide or mulch to designated areas. Spray lawns, shrubs and trees with fertilizer, herbicides and insecticides.
- e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
- f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.
- g. Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
- h. General dirt work on all ball fields, including but not limited to raking and shoveling.
- i. May work in high traffic areas at times.
- j. Hang lights, decorations etc.
- k. General janitorial duties.
- l. Clerical and/or administrative duties.



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Approximate Job Description continued:

m. Other duties as assigned.

SECTION 5: Contract Considerations

The awarded agencies will be required to enter into a binding contract with the City. The below contract language is required standard language in City contracts; submitters are encouraged to pre-review this language in preparation if selected for award.

- A) **Dispute Resolution:** City and Agency agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Agency will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Agency's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.
- B) **Indemnification and Hold Harmless:** For purposes of this Contract, Agency agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Agency, its affiliates, subsidiaries, employees, agents, assignees, and sub-contractors and their respective employees and agents. Agency is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.
 - a. Due to the City's Statutory Tort Immunity, the City is not able to agree to indemnification clauses where the City is indemnifying and holding harmless the Agency.
 - b. Due to the City's Statutory Tort Immunity, the City does not carry General Liability insurance.
- C) **Applicable Law, Jurisdiction, Venue:** Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.
- D) **Freedom of Information Act (FOIA):** Agency understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any Contract and all other work documents furnished by Agency to City or City to Agency, unless those documents are specifically excluded from Arkansas FOIA laws.
- E) **Insurance:** Agency will be required to maintain insurance as set forth by the City, including Workers Compensation insurance as required by Arkansas Statute, and name the City of Bentonville as additionally insured when required by the City.

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SECTION 6: General Terms & Conditions

- 1. Written Requests for Information or Clarification:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to this solicitation must be sent in writing via e-mail to the Purchasing Department using the information provided in this solicitation. Responses to questions may be handled as an Addendum or Clarification. Any such Addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.
- 2. City of Bentonville Rights:**
 - a. The City of Bentonville reserves the right to reject any or all Submissions and/or resulting Proposals and to waive irregularities therein, and all Submitters shall agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitters seek any recourse of any kind against the City of Bentonville because of such rejections. The filing of any Submission or Proposal in response to this request shall constitute an agreement of the Submitter to these conditions.
 - b. The City of Bentonville reserves the right to select the Proposal that it believes will serve the best interest of the City.
 - c. The City of Bentonville reserves the right to cancel the entire request at any time, for any reason.
 - d. The City of Bentonville reserves the right to remedy or waive technical or immaterial errors in this RFQ or resulting Submissions.
 - e. The City reserves the right to cancel the awarded contract without cause by giving thirty (30) days prior notice to the Agency in writing of the intention to cancel or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified.
- 3. Costs Incurred:** All expenses involved with the preparation and submission of responses to the City for this RFQ, or any work performed in connection therewith, shall be borne solely by the Submitter(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Submitter(s) prior to Contract commencement.
- 4. Conflict of Interest:**
 - a. The Submitter represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.
 - b. The Proposer shall promptly notify the Purchasing Department, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Submitter's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Submitter may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Submitter. The City agrees to communicate with the Submitter its opinion via e-mail or first-class mail within thirty days of receipt of notification.
- 5. Arkansas Freedom of Information Act (FOIA):** City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Bentonville, the Agency will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized costs pursuant to the FOIA may be assessed for this compliance.



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6. **Applicable Law, Jurisdiction, Venue:** Legal jurisdiction to resolve any disputes shall be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to the awarded contract will be in the District Court of Benton County, Arkansas.
7. **City Indemnification:**
 - a. The successful Submitter(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.
 - b. The City of Bentonville has Statutory Tort Immunity and as such no contract with the City shall provide for the waiver or implied waiver of the City's Tort Immunity.
8. **No Exclusivity:** Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.
9. **Debarred Entities:** By submitting a statement of qualification, Submitter states submitting entity is not a debarred Agency with the federal, any state, or local government.
10. **Insurance:** Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum or at an amount otherwise approved by the City in writing. The City may require that such Certificate of Insurance list the City as an additional insured (not to be required unless the firm is selected).
11. **Compliance with Laws:** The laws of the State of Arkansas apply to any purchase made under this request for Statements of Qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this request, any Proposal and subsequent Contract(s) including, but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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SECTION 7: Required Responses

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Non-Collusion Affidavit (Appendix A), signed and notarized
4. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
 - Services provided by the agency
 - The agency's method or approach to temporary position fulfillment
 - Resume, industry reputation and qualifications
 - i. Employment history as it relates to staffing services.
 - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
5. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
6. Description of the benefits offered to agency employees (candidates for temporary positions).
7. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
8. The following information for key personnel:
 - Name(s)
 - Respective titles
 - Experience
 - Periods of service with the agency
 - Information on past work experience providing the same or similar services as outlined in this RFQ.
9. The following information for the agency:
 - Name
 - Headquarter Address
 - Phone Number
 - Email
 - Website Address
 - Indicate whether the agency is a partnership, corporation, or sole proprietorship.
 - Where the company is organized
 - Names of principals, officers, and directors of the agency.



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Required Responses Continued:

10. The contact information for the primary contact personnel, including:

- Name
- Address
- Phone Number
- Email

11. Provide a list of all applicable licenses maintained by the agency.

12. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.

13. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.

14. References from at least five (5) clients to whom the agency has provided the same or similar services.

- List the following information for each reference:
 - Client name
 - Address
 - Contact person and title
 - Telephone number
 - Email address
 - Length of working relationship
 - Description of the services provided to the client
 - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

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APPENDIX A

NON-COLLUSION AFFIDAVIT

THIS DOCUMENT MUST BE SIGNED AND NOTARIZED, AND INCLUDED IN
THE SUBMISSION.

***FAILURE TO INCLUDE THIS SIGNED AND NOTARIZED NON-COLLUSION
AFFIDAVIT WILL RESULT IN REJECTION OF THE SUBMISSION.***



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

NON-COLLUSION AFFIDAVIT

SUBMISSION INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND
NOTARIZED AND SUBMITTED WITH THE RFQ SUBMISSION

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent)
of lawful age, being first duly sworn, on oath says that:

- 1.They are the duly authorized representative/agent of the Proposer and/or contractor submitting the Competitive Proposal and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Proposers and between Proposers and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Request for Proposals to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Proposal and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Proposals;
3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;
 - a. to any collusion among Proposers in restraint of freedom of competition by agreement to Proposal at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Proposers and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____ day of _____, 20____

Notary Public Signature: _____ My commission expires: _____

Seal:



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

1st Employment Staffing Agreement (excludes Signature Page)



Staffing Agreement

Daugherty & Daugherty Investments, LLC\dba 1st Employment Staffing ("STAFFING FIRM"), with its principal office located at 1 West Mountain Street Fayetteville, AR 72701, and _____ ("CLIENT") with its principal office located at _____ agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, verify the eligibility of the employee to work within the United States through E-Verify, and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision **and will, as the common law employer of Assigned Employees, be responsible for the following;**
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; make unemployment contributions; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Inform Assigned Employees that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
- e. Require Assigned Employees to sign confidentiality agreements, if required by CLIENT (in the form of Exhibit A) before they begin their assignments.
- f. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that Client has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT;
- g. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.

- h. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” and “minimum value” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- h1. Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied.
- h2. STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT (hereafter collectively referred to as “CLIENT Indemnity”) for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM’s failure to—
 - (i) Offer “minimum essential coverage” under an “eligible employer-sponsored plan” each within the meaning of Code §5000A(f)(1)(B); or
 - (ii) Offer coverage that is “affordable” or provides “minimum value,” each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT’s making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If CLIENT is notified by any government entity of CLIENT’s potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM’s reasonable expense, with CLIENT’s efforts to object to or appeal any such determination of liability or potential liability.

1.1 Right to Control

In addition to STAFFING FIRM’S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT’S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM’s employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

- a. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - (i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;
 - (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - (iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;
 - (iv) record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees;
 - (v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;
 - (vi) maintain all Safety Data Sheet documentation required by federal and state laws;
 - (vii) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required personal protective equipment;
 - (viii) respond within a reasonable time to STAFFING FIRM's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by STAFFING FIRM prior to and during Assigned Employees' assignments;
 - (ix) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - (x) maintain the following safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at STAFFING FIRM'S discretion, applicable to Assigned Employees:

Safety/Health Program	29 CFR Standard
Bloodborne pathogens	1910.1030
Hearing conservation	1910.95
Hazard communication	1910.1200
Respiratory protection	1910.134
Powered industrial vehicles	1910.178
Control of hazardous energy	1910.147
Emergency action plan	1910.157
Job specific tasks	29 U.S.C. 654 (a)

and

- (xi) notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA.
- d. Not change Assigned Employees' job duties or work site without STAFFING FIRM's express prior written approval;
- e. Not allow STAFFING FIRM Assigned Employees to work in heights greater than 6 feet and/or operate unguarded machinery;
- f. Notify STAFFING FORM in the event that any Assigned Employee act intoxicated or in a suspicious manner; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit B and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, for all hours worked exceeding the 40 hours work week, in compliance with the Fair Labor Standards Act (FLSA). STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM within four (4)

months after completion of any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) obtain the express prior written consent of 1st Employment Staffing; or (b) maintain the employee on STAFFING FIRM payroll for 320 hours and then transfer the employee to CLIENT payroll at the end of 320 hours at no additional charge; or (c) transfer the employee to CLIENT payroll immediately and pay to STAFFING FIRM as liquidated damages and not as a penalty the sum of \$3000 for each temporary employee or ten percent (10%) of each such temporary employee's annualized compensation, whichever sum is greater. However, under option (b), the length of the required assignment continuation will be reduced by the Assigned Employee's prenotice work hours CLIENT has paid or for which CLIENT has not yet been billed.

6. In addition to the bill rates specified in Exhibit B of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, payroll taxes, or social program contributions—until the parties agree on new bill rates.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. CLIENT shall defend, indemnify, and hold harmless STAFFING FIRM and STAFFING FIRM's affiliates and its officers, directors, employees, agents, successors and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of CLIENT; or (b) CLIENT's breach of any representation, warranty, or obligation of CLIENT set forth in this Agreement.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. In no event shall STAFFING FIRM'S liability exceed, in the aggregate, the amounts paid by CLIENT to STAFFING FIRM hereunder in the 12 month period immediately preceding the event giving rise to the liability.

12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five (5) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Compliance With Law

14. Both parties represent and warrant to each other that they are in compliance with all applicable laws.
15. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.
16. CLIENT and STAFFING FIRM affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CLIENT and STAFFING FIRM shall cooperate in compliance with any such requirements.
17. As CLIENT controls the facilities in which Assigned Employees work, CLIENT agrees that it is primarily responsible for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's worksite, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement.
18. Upon reasonable written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

Miscellaneous

19. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
20. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
21. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
22. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

23. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
24. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
25. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
26. Any notice or other communication will be deemed to be properly given only when sent via, email, facsimile, the United States Postal Service or a nationally recognized courier, addressed to:
- 1st Employment Staffing
P.O. Box 8712
Fayetteville, AR 72703
(p) (479) 717-2910
(f) (479) 935-4384
(e) payroll@1stemployment.com
27. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

28. This Agreement will be for valid from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Authorized representatives of the parties have executed this Agreement to express the parties' agreement to its terms.

Exhibit A

Confidentiality Agreement for Assigned Employees

As a condition of my assignment by 1st Employment Staffing to their client, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to 1st Employment's client or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of 1st Employment or 1st Employment's client.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment with 1st Employment Staffing.

_____ EMPLOYEE	_____ WITNESS
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

Additional Provisions

Reports

At no additional cost to CLIENT, STAFFING FIRM will generate and deliver to CLIENT the following reports, at the indicated intervals:

REPORT NAME	FREQUENCY

Screening / Background Checks

At 1st Employment Staffing's expense, STAFFING FIRM will perform the following types of background/qualification checks for all employees selected for assignment to CLIENT and will not assign unqualified personnel to CLIENT:

SCREENING / BACKGROUND CHECK NAME	QUALIFICATION
Drug Screen	
National Criminal Background Check	

Guarantee

STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within Assigned Employee's first eight (8) hours, STAFFING FIRM will not charge for the eight (8) hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

CLIENT-Recruited Employees (Referred Employees)

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM, there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways: See Exhibit B.

Insurance

STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:

TYPE OF INSURANCE	LIMITS	
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	MED EXP (Any one person)	\$ 10,000
	PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 1,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)	\$
	BODILY INJURY (Per accident)	\$
	PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB EXCESS LIAB	EACH OCCURRENCE	\$ 2,000,000
	AGGREGATE	\$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	E.L. EACH ACCIDENT	\$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Crime incl 3rd Party Coverage	\$100,000	Limit
	\$2,000	deductible

On CLIENT's request, STAFFING FIRM will furnish CLIENT certificates of this insurance coverage or, with the insurer's concurrence, make CLIENT an additional insured for STAFFING FIRM's services.

Minimum Hours Per Day

If CLIENT limits an Assigned Employee's first work day to fewer than four (4) hours, STAFFING FIRM may deem that day to include four (4) hours of time worked and may bill CLIENT four (4) hours if STAFFING FIRM pays the Assigned Employee for the four (4) hours.

Late Payment Penalty

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 1.5% per day or the maximum legal rate, whichever is higher, calculated from the date of receipt.

No Staff Hire-Aways; Fee

CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any internal staff employee of the other party during the term of this Agreement and for a period of one (1) year thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 10% of the employee's annualized compensation with the new employer.

Financial Audit

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

Nature of Relationship

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

Arbitration

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the state of Arkansas, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT D

Summary of Method of Award/Work for Reference

Summary of Method of Award/Work



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Awarded Agency: 1st Employment Staffing

Awarded Agency Rank in RFQ-24-11 Evaluation: Top Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-24-11:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1. The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH 1ST EMPLOYMENT STAFFING, FOR TEMPORARY STAFFING SERVICES, AVAILABLE FOR USE BY ANY CITY DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City issued a Request for Qualifications (RFQ-24-11) with the intent to award contracts, for temporary staffing services, to three firms to help meet the City's needs for temporary employment needs;

WHEREAS, this contract with 1st Employment Staffing will be for one year, renewable annually for a maximum term of three years; and

WHEREAS, these staffing services will be available for use by any City Department; and

WHEREAS, this is a budgeted expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with 1st Employment Staffing, for temporary staffing services, available for use by any City Department;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

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CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-24-11 Temporary Staffing Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Snelling Staffing, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City's Request for Qualifications RFQ-24-11, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Michael Courington. The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department's needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. CONTRACT TERM. The term for this Contract shall be Term, commencing on the effective date of this Contract. The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

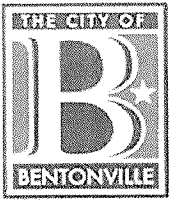
a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

a. **Temporary & Temporary to Hire: 31% Mark Up to Pay Rate**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.



CITY OF BENTONVILLE, ARKANSAS

Administrative Services

1000 SW 14th Street

Bentonville, AR 72712

6. METHOD OF AWARD/WORK. This Contract is intended to be utilized by Departments Citywide.

- a. **Multiple Award.** Contractor was the third highest rated submitter to RFQ-24-11, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.
- b. **Replacement Temporary Employee Positions.** In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.
- c. **Summary.** A summary of the Method of Award/Work has been attached hereto as **Exhibit C** for the Parties quick reference.

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. INVOICING. Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.

- a. Contractor shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.

9. PAYMENT.

- a. **Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
- b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the



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service failure is confirmed.

- c. **Temporary Employees Whom Resign.** The City shall not be billed for hours worked by temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City.

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

13. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all



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Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

16. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

17. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

18. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable



CITY OF BENTONVILLE, ARKANSAS
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or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name(printed): Kevin Semcrad
Title: Franchise owner
Snelling Staffing
Address: 100 N. 8th St. Suite B
Rogers, AR 72756



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

Snelling Staffing Proposal for Temporary Staffing Services



Corporate Office

*111 Springhall Drive
Goose Creek, South Carolina 29445
800.835.6755
Snelling.com*

March 11, 2024

City of Bentonville, Purchasing Department
1000 Southwest 14th Street
Bentonville, Arkansas 72712

Re: RFQ 24-11

To Whom It May Concern:

We appreciate the opportunity to present our formal proposal for temporary staffing services to the City of Bentonville.

Enclosed you will find Snelling's proposal, along with an outline of our services.

If you have questions or need anything else at all, please don't hesitate to reach out to me directly at 479-200-4174 or via email at mcourington@snelling.com

Kind Regards,

[Redacted Signature]

Michael Courington
Business Development Manager



**Request for Qualifications
Temporary Staffing Services
RFQ 24-11**

Snelling Staffing
100 North 8th Street
Rogers, Arkansas 72756
479.246.0111 (office)
479.246.0523 (fax)

Sabrina Long
Benton County Branch Manager
479.685.7410 (cell)
slong@snelling.com

Michael Courington
Business Development
479.200.4174 (cell)
mcourington@snelling.com



Company History and Business Practices

In 1951, staffing pioneers Lou and Glen Snelling dramatically changed the way companies and jobseekers connect. They founded the company Snelling based on the philosophy of “helping others achieve the success they desire.” They opened their first office in Philadelphia, PA, and by 1967 had expanded to 50 offices. In 1992, after decades of success and expansion, Snelling moved its headquarters to Dallas, TX.

Today, Snelling is part of the HireQuest Inc. family of companies. HireQuest/Snelling is a publicly traded corporation based in Goose Creek, South Carolina. We are proud to be part of a global network of staffing and recruiting brands that work together to make hiring easier than ever before. Our corporate leadership includes:

- **Rick Hermanns**, President & CEO, has more than 30 years of staffing industry experience and has led staffing organizations since 1991.
- **John McAnnar**, Vice President & Chief Legal Officer, joined HireQuest in 2014 and has extensive experience in corporate and employment law.
- **Steve Crane**, Chief Financial Officer, has served as CFO for three publicly traded companies.
- **David Gerstner**, Vice President of Operations, brings 25+ years of staffing industry experience ranging from local and regional management to large-scale corporate operations oversight.
- **Tim Neilson**, Vice President of Snelling Staffing, has more than 20 years of staffing industry leadership,

Snelling Staffing provides employees for multiple industries including Industrial, Technical, Clerical and Professional. Snelling most often recruits for warehouse, landscape, janitorial, maintenance and clerical positions.

HireQuest Inc./Snelling Staffing acquired TEC Staffing Services in 2023. Prior to the acquisition, TEC Staffing provided quality employees and innovative staffing solutions in Arkansas for more than 40 years. Today, the Northwest Arkansas Snelling team is the same great group of local staffing professionals who’ve built lasting partnerships with dozens of organizations across Benton and Washington counties. Our Benton County leadership includes:

- **Rosey Reyes**, Director of Regional Operations, has more than 18 years of staffing experience. Rosey started with our company 18 years ago as a receptionist, and now leads our Northwest Arkansas team.
- **Sabrina Long**, Benton County Branch Manager, has more than 12 years of staffing experience with us and manages our client accounts in the Bentonville and Rogers areas.
- **Michael Courington**, Northwest Arkansas Business Development Manager, has more than 15 years' experience in Workforce Development and Marketing.

With 30 collective years of staffing experience, the team in our Rogers office is ready to serve. Snelling operates two additional branch locations in northwest Arkansas (Springdale and Fayetteville) with six additional Recruiters ready and able to fill any order if needed.



Municipal Experience

Snelling has extensive experience providing staffing services to municipalities in Northwest Arkansas. We currently provide landscaping, custodial and maintenance employees to the City of Rogers, the City of Springdale, the City of Fayetteville and the City of Centerton. Snelling is also the exclusive staffing partner for the University of Arkansas, Fayetteville.



Administration & Staffing

The biggest difference between Snelling and other staffing agencies is customer service. We customize our staffing solutions for each client, and we provide client support 24 hours a day, 7 days a week. Our office location in Rogers will manage the City of Bentonville's account, and our Branch Manager is always readily available. Our Rogers office is fully staffed Monday through Friday from 8am to 5pm, and our phones are monitored 24 hours a day, everyday...allowing our employees to notify us if they are running late or unable to report to work. Snelling's management team has electronic access after-hours, allowing us to

immediately respond to work orders and other inquiries/concerns and communicate effectively with the City of Bentonville staff.

Snelling Staffing includes all of the following services as part of our standard staffing practice:

- Provide employees 24 hours a day, 7 days a week
- Advertise the positions you need to fill
- Recruit talented, experienced individuals with clerical, janitorial, landscape or technical skills
- Interview applicants for you or with you
- Thoroughly check each applicants' work history to obtain supervisor references, pay rates and reasons for leaving
- Comply with government I-9 regulations and perform E-Verify on every employee
- Maintain historical database of current and former employees
- Comprehensive evaluation of all applicants' information/skills to identify the person who will do the best job for you
- Utilize all Snelling branch locations in recruitment and order fulfillment
- Conduct Safety & New Employee orientations for all employees
- Process and defend all unemployment and worker's compensation claims
- We will replace any unacceptable worker as soon as possible. Additionally, Snelling has a 4 hour guarantee. If any employee does not work out for any reason in the first 4 hours, a replacement is sent and the City of Bentonville would not be charged for that original employee.

Our extensive employee workforce includes applicants from all over the northwest Arkansas area, many of whom have a long work history with Snelling, allowing us to further screen their previous work performance. In addition to our current database of employees, we have a constant flow and an ever-increasing number of applications that we accept on a daily basis. We aggressively advertise our open positions online, on social media, and in local media broadcasts and publications. Our extensive marketing efforts provide us with new employees ready and willing to work. Our northwest Arkansas branch locations process 300 new employment applications monthly. Snelling Staffing is an equal opportunity employer, and does not discriminate based on race, creed, religion, national origin, age, sex or gender.



Snelling's applicants are thoroughly screened, interviewed and tested prior to hiring. All employees considered for assignment with the City of Bentonville must meet the following requirements:

- Verify each applicant's work history to obtain supervisor references, pay rates and reasons for leaving
- Comply with government I-9 regulations and perform E-Verify on every employee
- Pass basic math, measurement and comprehension tests
- Pass a National Criminal Background Check
- Pass a 5-panel Drug Screen
- Able to meet the physical demands of the job
- Adhere to company attendance policy
- Able to speak, read and write in English
- Have reliable transportation to/from work
- Able to work in adverse weather conditions (if necessary)
- Possess job appropriate clothing

Snelling fills routine client staffing requests every day. Our recruiters only need 12-24 hours to fill a routine work order for light industrial positions (landscape, custodial, etc.), and clerical work orders can be filled in 48 hours (depending on skill level required for specific position).

Snelling caters its timesheet submission/approval process to each client's needs. We offer a variety of options for the City of Bentonville.

- Department supervisors can email Snelling a weekly timesheet with employee names and total hours worked, or they can email/text photos of employees' approved timecards.
- Snelling offers the City of Bentonville access to our online client portal. Their supervisors can submit workers' time and review invoices.



Snelling also prides itself on excellent customer service when it comes to our own temporary employees. We offer a number of benefits to our employees.

- Healthcare – Snelling offers medical and prescription benefits to our temporary employees and their families through Blue Cross Blue Shield of Arkansas.
- Direct Deposit – Snelling employees can take advantage of direct deposit of their paychecks. This feature is safe, secure and more convenient than picking up checks in our branch offices or having checks mailed.
- Monthly Prize Drawings – Snelling employees are eligible for monthly prize drawings based on attendance and safety.
- Pay Card (Visa) – Snelling employees can opt to receive their weekly compensation directly on a Visa Cash card.



Insurance, Payroll & Loss Prevention

Snelling Staffing provides unemployment and workers' compensation insurance on all Snelling employees assigned to the City of Bentonville, and Snelling will process all unemployment and workers' compensation claims. Snelling will also maintain all payroll files, and will process all state and federal payroll taxes, social security withholdings, and required garnishments. Snelling employees are paid weekly on Fridays.

Snelling has a full-service Safety and Loss Prevention Department. Our loss prevention staff is knowledgeable in OSHA, MSHA, and Worker's Compensation Regulations. Our loss prevention staff coordinates all medical treatment for employees injured while working and manages individual claims with local occupational clinics and hospitals to reduce time away from work.



Pricing

Snelling is offering our complete staffing service package to the City of Bentonville at the following cost.

Proposed Rate

- Temporary & Temp to Hire Rate
31% above pay rate
For example - Pay rate: \$15.00/hour = Bill rate: \$19.65/hour

*Rate includes processing a 5-panel Drug Screen and National Criminal Background Check for all Snelling employees assigned to the City of Bentonville.

*Snelling will provide all employee personal protective equipment (PPE), if required.

*Overtime rates and bill rates apply to employees exceeding 40 hours in a work week.

Optional Payroll Transfer

- Should the City of Bentonville consider one of Snelling's employees for permanent employment, we offer the option of transferring the employee to your payroll after a minimum of 360 hours for no additional charge.

Snelling offers a 4 hour guarantee. If an employee does not work out for any reason in the first 4 hours, a replacement is sent and the City of Bentonville won't be charged for the original worker.

Non-employee drug screen fee for lifeguards - \$20.00 per 5-panel drug screen

Snelling processes invoices weekly, and can be mailed or emailed based on client preference. Payments are due upon receipt. Interest charges accumulate on invoices 31+ days old. Payments can be made via mail or ACH.

We appreciate the opportunity to present our proposal for your temporary staffing needs. Thank you for your time and consideration. If there are any other areas you wish to address or if you have any questions, please don't hesitate to contact Michael Courington at 479.200.4174 or via email at mcourington@snelling.com

We work hard, maintain high standards, and can assure you of dependable, professional service.



Client References

University of Arkansas, Fayetteville – Partnership since 2014, providing groundskeeping & custodial employees

Miriam Burns, SHRM-CR - Manager, Temporary Staffing and Student Employment

479.575.5511

miriamb@uark.edu

City of Springdale – Partnership since 2009, providing groundskeeping & custodial employees

Chad Wolf - Director, Parks & Recreation

479.750.8185

cwolf@springdalear.gov

City of Fayetteville – Partnership since 2015, providing concrete & asphalt laborers

Joey Smith – Assistant Director, Transportation Services

479.575.8228

josmith@fayetteville-ar.gov

City of Rogers – Partnership since 2007, providing groundskeeping & custodial employees

JoDee Sands – Business Manager, Parks & Recreation

479.631.3350

jsands@rogersar.gov

Bekaert – Partnership since 2013, providing manufacturing employees

Kim Ouellette -Director, Human Resources

479.621.7504

kim.ouellette@bekaert.com



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-24-11 Solicitation



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: January 14, 2024

NOTICE OF REQUEST FOR QUALIFICATIONS

Temporary Staffing Services

Request for Qualifications (RFQ)-24-11

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency). The contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any submission received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Submissions in response to this Invitation shall constitute an agreement of the Submitter to these conditions.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit for City projects/purchases.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs/RFPs'; however, interested parties are encouraged to notify Purchasing that they have downloaded the Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

The deadline to submit a Statement of Qualifications for RFQ-24-11 is 4:00 PM CST on February 7, 2024. Submissions must be mailed or hand delivered in a sealed envelope to the City of Bentonville Purchasing Department, located in the City of Bentonville Administrative Services Building on the 2nd floor, 1000 SW 14th Street Bentonville, AR 72712. All Submissions must be received by Purchasing prior to the deadline to submit (submission deadline). Late Submissions or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the deadline date and time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 1, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-24-11	Date of Issuance:	January 14, 2024
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas: Parks and Recreation Department		
For Questions:	Questions will be accepted in written format only to purchasing@bentonvillear.com		
Deadline for Questions:	February 1, 2024, at 4:30 PM CST		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	4:00 PM CST, February 7, 2024
Responses must be received by the Purchasing Department prior to 4:00 PM CST, Wednesday, February 7, 2024 . In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Submission Delivery Address:	City of Bentonville Administrative Services ATTN: Purchasing Department 1000 SW 14 th Street Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Submission Outer Packaging Requirements:	Outer packaging must be properly marked with the following information: • Proposal Number: RFQ-24-11 • Vendor's name and return address
Number of Copies for Submission:	(1) One signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Submitters may choose to provide this Form complete or include the requested information in their preferred format as part of their Statement of Qualifications or Letter of Interest.

Name of Firm/Agency (Company Name): _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Signature: _____

Addenda: Submitters are required to acknowledge all addenda issued for this RFQ. Submitters may acknowledge issued addenda either by inclusion in their Submission or by noting the Addendum Number and Date of Issuance below in the fields provided.

ADDENDUM NUMBER

DATE OF ISSUANCE

_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

RFQ-24-11 Temporary Staffing Services

SECTION 1: Summary

The City of Bentonville, Arkansas is accepting Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

Evaluation, selection and award will be in accordance with Arkansas laws and the City's Purchasing Policy for the procurement of professional services. The City will form a Selection Committee consisting of at least three members to evaluate Submissions. Firms may be invited to interview with the Committee; however, interviews are not required to proceed into contract negotiations.

The City reserves the right to cancel this request at any time in accordance with the City's best interest.

SUBMISSIONS TO THIS RFQ SHALL NOT INCLUDE COSTS OF ANY KIND.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

SECTION 2: Background & Information

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2020 Census reported a city population of 54,164. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners; with these major employers, coupled with the large cycling community and many existing tourist attractions, the Bentonville community continues to experience rapid growth and development. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3: Method of Award/Work

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.



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Method of Award/Work (Section 3) continued

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top-rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request from the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4: Scope of Work

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) Agency Responsibilities

- a. **Account Representative:** Assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.
- b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.



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Agency Responsibilities continued

- c. **Response Requirements:** When responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

- i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

- i. **Background Screening:** Temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.
- ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.
- iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.
1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.
- iv. **Conduct:** Temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
- v. **Attire:** The agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.



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Agency Responsibilities continued

- e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
- i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
 - ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
- f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manner, to be more accurately determined upon award of the contract. The awarded agencies shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.
- g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.
- h. **Temporary Employee Requirements:**
- i. Valid driver's license
 - ii. Pass 2-county background check
 - iii. Pass 5-panel drug screen
 - iv. Reliable transportation to/from work
 - v. Able to meet physical demands of the job
 - vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
 - vii. Able to lift at least fifty (50) pounds
 - viii. Able to work in adverse weather conditions
 - ix. Possess position appropriate clothing
 - x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)
 - xi. Motivated and reliable
 - xii. Able to and willing to follow instructions
- i. **Additional Requirements**
- i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
 - ii. Minimum pay-rate of \$12.00 (twelve dollars) per hour
 - iii. Employees shall be able to flex-schedule



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2) City of Bentonville Responsibilities

- a. **Contact Person:** The City shall provide a designated Contact Person to the agency for any Department utilizing the contract.
- b. **Training and Supervision:** Agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. from the City, as needed.
- c. **Personal Protective Equipment:** The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.
- d. **Timesheets:** Emailed to match agency payroll. The City uses a uniform timesheet created in-house. The City adds the agency name to the timesheet for respective assigned staff, and emails approved timesheets to respective agencies weekly on day after weekly pay period ends (Monday) or next business day the City is open.
- e. **Approval -Felony Convictions:** The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) Approximate Job Description: This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A workday is typically 1st or 2nd shift.

- a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
- b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grub and weed around bushes, trees and flower beds.
- c. Plant new and repair established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mow and trim lawns. Trim and edge around sidewalks, flower beds and walls.
- d. Apply herbicide or mulch to designated areas. Spray lawns, shrubs and trees with fertilizer, herbicides and insecticides.
- e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
- f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.
- g. Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
- h. General dirt work on all ball fields, including but not limited to raking and shoveling.
- i. May work in high traffic areas at times.
- j. Hang lights, decorations etc.
- k. General janitorial duties.
- l. Clerical and/or administrative duties.



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Approximate Job Description continued:

m. Other duties as assigned.

SECTION 5: Contract Considerations

The awarded agencies will be required to enter into a binding contract with the City. The below contract language is required standard language in City contracts; submitters are encouraged to pre-review this language in preparation if selected for award.

- A) **Dispute Resolution:** City and Agency agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Agency will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Agency's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.
- B) **Indemnification and Hold Harmless:** For purposes of this Contract, Agency agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Agency, its affiliates, subsidiaries, employees, agents, assignees, and sub-contractors and their respective employees and agents. Agency is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.
 - a. Due to the City's Statutory Tort Immunity, the City is not able to agree to indemnification clauses where the City is indemnifying and holding harmless the Agency.
 - b. Due to the City's Statutory Tort Immunity, the City does not carry General Liability insurance.
- C) **Applicable Law, Jurisdiction, Venue:** Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.
- D) **Freedom of Information Act (FOIA):** Agency understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any Contract and all other work documents furnished by Agency to City or City to Agency, unless those documents are specifically excluded from Arkansas FOIA laws.
- E) **Insurance:** Agency will be required to maintain insurance as set forth by the City, including Workers Compensation insurance as required by Arkansas Statute, and name the City of Bentonville as additionally insured when required by the City.

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SECTION 6: General Terms & Conditions

- 1. Written Requests for Information or Clarification:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to this solicitation must be sent in writing via e-mail to the Purchasing Department using the information provided in this solicitation. Responses to questions may be handled as an Addendum or Clarification. Any such Addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.
- 2. City of Bentonville Rights:**
 - a. The City of Bentonville reserves the right to reject any or all Submissions and/or resulting Proposals and to waive irregularities therein, and all Submitters shall agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitters seek any recourse of any kind against the City of Bentonville because of such rejections. The filing of any Submission or Proposal in response to this request shall constitute an agreement of the Submitter to these conditions.
 - b. The City of Bentonville reserves the right to select the Proposal that it believes will serve the best interest of the City.
 - c. The City of Bentonville reserves the right to cancel the entire request at any time, for any reason.
 - d. The City of Bentonville reserves the right to remedy or waive technical or immaterial errors in this RFQ or resulting Submissions.
 - e. The City reserves the right to cancel the awarded contract without cause by giving thirty (30) days prior notice to the Agency in writing of the intention to cancel or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified.
- 3. Costs Incurred:** All expenses involved with the preparation and submission of responses to the City for this RFQ, or any work performed in connection therewith, shall be borne solely by the Submitter(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Submitter(s) prior to Contract commencement.
- 4. Conflict of Interest:**
 - a. The Submitter represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.
 - b. The Proposer shall promptly notify the Purchasing Department, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Submitter's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Submitter may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Submitter. The City agrees to communicate with the Submitter its opinion via e-mail or first-class mail within thirty days of receipt of notification.
- 5. Arkansas Freedom of Information Act (FOIA):** City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Bentonville, the Agency will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized costs pursuant to the FOIA may be assessed for this compliance.



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- 6. Applicable Law, Jurisdiction, Venue:** Legal jurisdiction to resolve any disputes shall be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to the awarded contract will be in the District Court of Benton County, Arkansas.
- 7. City Indemnification:**
- a. The successful Submitter(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.
 - b. The City of Bentonville has Statutory Tort Immunity and as such no contract with the City shall provide for the waiver or implied waiver of the City's Tort Immunity.
- 8. No Exclusivity:** Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.
- 9. Debarred Entities:** By submitting a statement of qualification, Submitter states submitting entity is not a debarred Agency with the federal, any state, or local government.
- 10. Insurance:** Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum or at an amount otherwise approved by the City in writing. The City may require that such Certificate of Insurance list the City as an additional insured (not to be required unless the firm is selected).
- 11. Compliance with Laws:** The laws of the State of Arkansas apply to any purchase made under this request for Statements of Qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this request, any Proposal and subsequent Contract(s) including, but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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SECTION 7: Required Responses

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Non-Collusion Affidavit (Appendix A), signed and notarized
4. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
 - Services provided by the agency
 - The agency's method or approach to temporary position fulfillment
 - Resume, industry reputation and qualifications
 - i. Employment history as it relates to staffing services.
 - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
5. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
6. Description of the benefits offered to agency employees (candidates for temporary positions).
7. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
8. The following information for key personnel:
 - Name(s)
 - Respective titles
 - Experience
 - Periods of service with the agency
 - Information on past work experience providing the same or similar services as outlined in this RFQ.
9. The following information for the agency:
 - Name
 - Headquarter Address
 - Phone Number
 - Email
 - Website Address
 - Indicate whether the agency is a partnership, corporation, or sole proprietorship.
 - Where the company is organized
 - Names of principals, officers, and directors of the agency.



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Required Responses Continued:

10. The contact information for the primary contact personnel, including:

- Name
- Address
- Phone Number
- Email

11. Provide a list of all applicable licenses maintained by the agency.

12. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.

13. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.

14. References from at least five (5) clients to whom the agency has provided the same or similar services.

- List the following information for each reference:
 - Client name
 - Address
 - Contact person and title
 - Telephone number
 - Email address
 - Length of working relationship
 - Description of the services provided to the client
 - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

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APPENDIX A

NON-COLLUSION AFFIDAVIT

THIS DOCUMENT MUST BE SIGNED AND NOTARIZED, AND INCLUDED IN
THE SUBMISSION.

***FAILURE TO INCLUDE THIS SIGNED AND NOTARIZED NON-COLLUSION
AFFIDAVIT WILL RESULT IN REJECTION OF THE SUBMISSION.***



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

NON-COLLUSION AFFIDAVIT

SUBMISSION INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND
NOTARIZED AND SUBMITTED WITH THE RFQ SUBMISSION

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent)
of lawful age, being first duly sworn, on oath says that:

- 1.They are the duly authorized representative/agent of the Proposer and/or contractor submitting the Competitive Proposal and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Proposers and between Proposers and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Request for Proposals to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Proposal and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Proposals;
3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;
 - a. to any collusion among Proposers in restraint of freedom of competition by agreement to Proposal at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Proposers and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____ day of _____, 20____

Notary Public Signature: _____ My commission expires: _____

Seal:



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

Summary of Method of Award/Work for Reference



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Summary of Method of Award/Work

Awarded Agency: Snelling Staffing

Awarded Agency Rank in RFQ-24-11 Evaluation: Third Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-24-11:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1.

The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A CONTRACT WITH SNELLING, FOR TEMPORARY STAFFING
SERVICES, AVAILABLE FOR USE BY ANY CITY DEPARTMENT; AND FOR
OTHER PURPOSES.**

WHEREAS, the City issued a Request for Qualifications (RFQ-24-11) with the intent to award a contract for temporary staffing service to three firms to help meet the City's needs for temporary employment needs;

WHEREAS, this contract with Snelling will be for one year, renewable annually for a maximum term of three years;

WHEREAS, these staffing services will be available for use by any City Department; and

WHEREAS, this is a budgeted expense.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BENTONVILLE, ARKANSAS:**

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Snelling, for temporary staffing services, available for use by any City Department;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-24-11 Temporary Staffing Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Staffmark Group, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City’s Request for Qualifications RFQ-24-11, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department’s needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. CONTRACT TERM. The term for this Contract shall be Term, commencing on the effective date of this Contract. The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

a. Contractor’s Agreement, excluding signature pages, attached hereto as **Exhibit C**, has been included in the Contract with the exclusion of all Sections of Contractor’s Agreement stricken through.



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5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

a. City Works Positions (all temporary staff needs): 30% Mark Up to Pay Rate

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. METHOD OF AWARD/WORK. This Contract is intended to be utilized by Departments Citywide.

a. Multiple Award. Contractor was the second highest rated submitter to RFQ-24-11, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.

b. Replacement Temporary Employee Positions. In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.

c. Summary. A summary of the Method of Award/Work has been attached hereto as **Exhibit D** for the Parties quick reference.

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. INVOICING. Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.

a. Contractor shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.



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9. PAYMENT.

- a. **Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
- b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.
- c. **Temporary Employees Whom Resign.** The City shall not be billed for hours worked by temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City).

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

13. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services



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as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

16. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

17. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

18. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or



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employee of City.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.

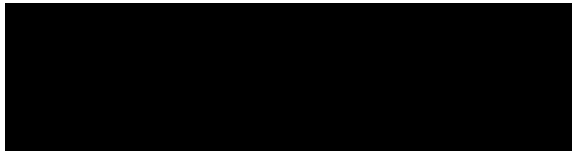


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SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor



Name(printed): _____

Title: _____

Staffmark Group

Address: _____



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EXHIBIT A

Staffmark Staffing Proposal for Temporary Staffing Services

Capabilities Overview Created for City of Bentonville Request for Proposal

March 11, 2024

**Staffmark
Group**SM

**Working
together.**



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The information contained herein is confidential information to and is the exclusive property of Staffmark Investment LLC, its parent company, Staffmark Group, LLC (collectively "Staffmark") and affiliated sister companies, Technical Aid Corp., (and its subsidiaries Advantage Technical Services, Inc., Advantage Technical Resourcing, Inc. and Advantage Resourcing International, Inc.) and Hire Thinking Inc. dba Advantage xPO and is only to be used by Recipient in evaluating the services of such entities. Neither the documents nor the contents of the documents are to be used, reproduced, or disclosed, in whole or in part, by Recipient without the expressed written permission of Staffmark Investment LLC, Staffmark Group, LLC Technical Aid Corp and Hire Thinking Inc.

The information should be destroyed or returned to Discloser when no longer needed.

Cover Letter

To Whom It May Concern:

We are confident that our organization is the ideal choice to serve as a staffing provider for The City of Bentonville. Our extensive knowledge of The City of Bentonville, along with the expertise and tenure of our staff, sets us apart. Moreover, we have a proven record of success in delivering exceptional results. Our primary objective is to highlight our ability to fulfill the objectives outlined in the Request for Qualifications (RFQ) for Temporary Staffing Services while providing value-added services at a reasonable cost to the City.

To achieve these goals, we employ localized service strategies combined with our nationwide presence. We position ourselves as collaborative team players who share your vision of continuous improvement. Through our focus on ongoing enhancement and open communication, we can consistently mitigate costs, improve efficiency, and elevate service levels for our clients. These regular "upgrades" enable us to continue providing the right people and delivering quality results on an ongoing basis.

From our branch staff to our corporate management, we guarantee our unwavering commitment to your complete satisfaction. Our extensive history and experience have given us a deep understanding of our clients' needs based on practical knowledge, not mere speculation. It is our objective to proactively collaborate with you to anticipate your future staffing requirements.

Our success hinges on our ability to streamline and simplify the staffing process, taking on tasks that the City traditionally managed independently. By integrating these tasks into the services, we provide, we ensure a seamless experience for you.

We recognize that earning your business is a daily endeavor, and we are dedicated to delivering exceptional service every step of the way. Our team of talented and experienced professionals, coupled with our robust technical resources, exemplifies our unwavering commitment to quality. These qualities make us the preferred choice for employment services.

Rest assured that we are fully committed to meeting the City's staffing initiative expectations and upholding policy standards. With over 50 years of experience in the staffing industry, we have consistently demonstrated the qualifications and expertise necessary to exceed your expectations of a staffing vendor.

If you have any questions regarding the contents of our response, please do not hesitate to contact me directly at 479.719.1547 or via e-mail at Sara.staley@staffmark.com. We look forward to hearing from you soon.

Sincerely,



Sara Staley
Regional Director – Central & Northwest AR Staffmark
479-271-7818 office / 479-719-1547 cell
Sara.staley@staffmark.com

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A brief summary of the agency's ability to provide the services described herein.

Firm Profile

As part of the international Recruit Group family of companies, **Staffmark Group, LLC** (Staffmark Group) operates under the commercial brands of **Advantage Resourcing, Pro Staff, and Staffmark**, as well as our specialty brands of **Advantage Technical, Advantage xPO, Digital People, Hunter Hamilton, and Employee Management Services** – servicing our clients from branch and On-Site locations across the United States since 1969. The combined experience and resources that Staffmark Group brings to our clients places us among the most highly respected and resourceful Workforce Solutions providers in the country, with over 400 combined service locations in 38 states.

Within Staffmark Group, our leadership creates strength through collaboration, bringing shared knowledge and experience to our team, a great depth and breadth of staffing services, extensive geographic coverage, and a broad scope of offerings to our clients.

Staffmark Group operates under the umbrella of **RGF Staffing**, headquartered in the Netherlands. We are owned by RGF Staffing USA, Inc. a subsidiary of Recruit Holdings Co., Ltd., a publicly traded company (RHD) based in Tokyo, Japan. **Recruit** is the largest staffing firm in Japan, and – from a global staffing industry perspective – the company is the fourth largest staffing firm in the world. Founded in 1963, Recruit is a leading provider of integrated human resource services. As parents with deep staffing industry roots, Recruit and RGF Staffing provide widely diverse experience and resources to our company

Staffmark Group brands are based in our corporate office in Cincinnati, Ohio. Our branches across the nation and our On-Site network provide Workforce Solutions across a comprehensive range of disciplines. We have a long and successful history in the staffing industry. From the branch level to the executive level, we listen to our clients and create Workforce Solutions that support their individual business goals, growth, and success.

Our brands include more than 1,700 staffing professionals providing innovative Workforce Solutions for over 7,500 clients across the country – in over 400 company-owned branches, On-Sites, and Cost Per Unit On-Site locations. Across the 38 states that we service, we provide job opportunities and payroll for upwards of 40,000 employees weekly, on average, across all brands. Our client's range in size from single operations – with one or a handful of employees – to large national and international companies with customized solutions of varying sizes, across the US.

We are experienced and equipped to cover staffing needs including light or occasional usage to high-volume year-round usage, as well as large peaks, seasonal projects, professional and technical placement, direct hire, and start-up solutions. What is key to all our clients is that we are a solutions-driven company seeking to understand each organization we service to deliver a Workforce Solution tailored to unique and individual needs – no matter the company size or requirements. Our teams are committed to matching experienced, qualified, and *right fit* employees with the valued companies that we serve – the first time, and every time!

Our Staffmark Group brands have earned an excellent reputation for both superior coverage, and service excellence. Our in-depth knowledge of the markets we serve, allows us to consistently outperform our local and national competitors. Our longevity in the market, strategically placed branch offices, extensive applicant and client base, innovative technology, and focus on individualized client support allow us to deliver world-class service on a targeted, personal level. We keep our promises.

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Technical & Professional Services

- **Technical Services**
 - Information Technology
 - Engineering
 - Automotive Specialty



- **Professional Services**
 - Corporate Services
 - Accounting & Finance
 - Creative & Marketing



Commercial Workforce Solutions



- National Accounts Program Mgmt.
- Administrative & Support Solutions
- Manufacturing
- Warehouse / Logistics / Supply Chain
- Assembly / Light Industrial



- On-Site Workforce Solutions
- CxPerformance Solutions (Contact Ctrs)
- Cost Per Unit (CPU)
- Drivers
- Professional Employee Organization (PEO)

Strategic Workforce Solutions



- Managed Services Provider (MSP)
- Business Processes Outsourcing (BPO)
- Recruitment Process Outsourcing (RPO)

Non-Collusion Affidavit (Appendix A), signed and notarized

Please see the Non-Collusion Affidavit signed and notarized.

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Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:

- Services provided by the agency
- Resume, industry reputation and qualifications

Our solid reputation is built upon our ability to recruit quality applicants for a wide range of disciplines including:

- Administrative / Office
- Light Industrial Skilled Trades
- Manufacturing
- Logistics & 3PL
- E-Commerce & Distribution
- Call & Contact Center
- IT & Engineering
- Automotive
- Accounting & Finance
- Electronics
- Drivers/Transportation
- Administrative Medical Support
- Creative
- Corporate Services
- Pay for Performance

- Short- and Long-term Temporary Staffing
- Temporary-to-Hire Staffing
- Direct Hire
- On-Site Management
- Cost Per Unit
- Technical Staffing Services
- Professional Placement Services
- National Account Management
- Managed Service Programs (MSP)
- Recruitment Process Outsourcing (RPO)
- Business Process Outsourcing (BPO)
- Professional Employee Organization (PEO)

Our personalized approach and market-specific knowledge – combined with obtaining a deep understanding of what is important to our clients, their companies, and the talented employees we place in positions – uniquely position our brands in today's challenging work environment.

Our staff members are a **specialized team with expertise in niche skills**. We not only hire for the recruiting expertise, but also for the specialization of industry-specific recruiting disciplines. We know to properly service our clients we need to have team members who have in-depth knowledge of the type of positions and/or industries they support. Our Service Team has industry-leading tenure, is connected to the community, and has in-depth industry training. We have market strength and a wide network of recruiting resources as well as depth in resources including branch support, virtual recruiting, and regional and national support.

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The agency's method or approach to temporary position fulfillment

Proactive Talent Recruitment

Continuous recruitment is vital for our sustained success. We maintain a proactive recruitment approach that goes beyond fulfilling our clients' immediate needs, as not every applicant we encounter is hired. Maintaining a steady flow of qualified applicants is crucial, necessitating ongoing and strategic recruiting strategies to ensure a robust talent pool.

Our talent acquisition approach is characterized by creativity and proactivity. We employ a targeted strategy that involves analyzing market demographics, identifying hiring competition, and crafting recruiting materials that attract candidates with desired work characteristics.

To execute this approach, we adopt an assertive mindset with clearly defined applicant goals. We tap into a wide range of creative sources, including online platforms, community networks, job fairs, referrals, and other locally effective avenues.

Our recruiting efforts are proactive, driven by accurate forecasting of actual hiring needs and established hiring ratios. By leveraging attrition data and graduation rates, we can effectively predict future recruitment requirements.

Proactive recruiting plans are developed based on anticipated needs of our clients. These customized plans utilize a combination of available resources and are designed to target specific skill sets. Our arsenal includes a library of customizable recruiting tools, a vast candidate pool within our network of branches, and recruiting strategies tailored to meet the unique requirements of each client.



Forecasting and Tracking of Results

Our team's success and responsiveness are ensured through effective forecasting and diligent tracking of daily results. This valuable information serves multiple purposes:

- **Determining Total Applicants Needed:** By going beyond the immediate order requirements, we can recruit a surplus of applicants to maintain a robust talent pool.
- **Evaluating Recruiting Effectiveness:** We assess the effectiveness of our recruiting efforts by analyzing data and metrics, allowing us to make necessary adjustments and improvements.
- **Setting Daily Targets:** Utilizing the insights from forecasting and tracking, we establish daily targets for our teams, ensuring a proactive and goal-oriented approach.
- **Building Candidate Pool:** The gathered information helps us build and nurture a diverse candidate pool, which contributes to a continuous supply of qualified employees.

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We have learned that proactive recruitment necessitates ongoing forecasting of headcount requirements. To achieve success, we do not solely rely on incoming orders but also factor in hiring trends, peak periods, and turnover history. Our comprehensive approach includes analyzing various data sets to anticipate future needs and reviewing applicant-to-hire ratios. Additionally, we conduct scheduled orientations to onboard and maintain a continuous pool of qualified employees.

Talent Recruitment Process

Through our experience, we have recognized the significance of adopting a systematic approach to achieve success in our recruitment endeavors. The following methods are diligently employed to ensure effective recruiting and achieve high fill rate performance.

Recruiting Demographics & Market Research Example, below	Used to get an understanding of the market conditions, hiring competition, wages, and recruiting radius
Forecast the Candidate Flow Needed	- Using historical data – determine the number of candidates required - Short- and long-term targets set to help us quickly identify if recruiting sources are performing as needed
Alignment of Resources	Based on the volume – engage a combination of team members, consisting of virtual recruiters and local support, as needed
Launch Recruiting Strategy	- Leverage recruiting resources and local market expertise - Target <i>passive</i> and <i>active</i> candidates - Networking - Social Media - Referral Strategies - Job Boards - Technology
Measurement of Recruiting Performance and Results	- Recruiting performance is monitored - Regroup with recruiting team & sources regularly - Communications of status to client - Tracking and sharing of recruiting sources - Key measurements include Fill rate, Retention/turnover rate, Attendance, Quality of match, Referrals

Recruitment sources

Recruiting Methodology to Support Our Commitment

Our Staffmark Group service team will embed diversity throughout the entire recruiting process. We follow a proven talent acquisition process for sourcing, screening, and selecting the best and diverse talent, for both active and passive candidates. We collaborate closely with our clients to streamline the requisition management and candidate sourcing processes. In partnership with our clients, we can:

- Work with each client to create standardized job descriptions focusing on diversity initiatives.
- Incorporate proven-successful sourcing methodologies.
- Create a diversity SLA by client.
- Ensure that the interviewing process embraces diversity (diverse interview panels, discussions of diversity).

Circa

As part of the company's commitment to that policy, we entered a partnership with Circa. This partnership allows us to deliver listings of our jobs, including links to apply and complete job descriptions, to employment delivery services as well as outreach groups. We have made the decision to include those positions in which we are recruiting on behalf of our clients as well as our internal opportunities. As the industry leader, Circa is comprised of more than 600 local employment and diversity websites throughout the country that allow employers to be locally focused and nationally connected.

Circa offers a premier online network of jobs and careers nationwide, connecting the most progressive companies with the most qualified individuals.

By offering innovative technology and superior services, the Circa is the leading provider of comprehensive solutions in government compliance, local hiring, and more.

Circa provides best-in-class solutions through the following services:

- State distributions to appropriate employment delivery services as defined by VEVRAA regulations.
- Distribution to a network of 15,000+ community-based organizations and sites dedicated to diversity in recruitment including: AllVeteranJobs.com, DiversityJobs.com, AllHispanicJobs.com, DisabledPerson.com among others.
- Community outreach to a network that encompasses all 50 states.

What Circa Does for Us

- Circa scrapes our company job boards each day and updates the listing of available opportunities through Staffmark. This means no extra steps need to be taken by the field team to ensure we receive this service.
- Circa tracks information regarding the distribution of positions so we can run reports to easily show OFCCP requirements are met. Reports can be run by job title, date range, and even location.
- Circa highlights Staffmark Group brands through an employer branded page that talks more about our company while also hosting our positions in a single space.

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Operation Hired



Staffmark Group's Operation: Hired works with Veterans to help them translate the skills and experience they gained in the military to applicable roles in the civilian workforce, thereby easing the transition from military service to civilian career success.

Operation: Hired was initially launched in the Cincinnati and surrounding markets in January of 2015.

Since its inception, we have worked with almost 500 applicants per year at various stages of their civilian careers. The program has been a win for both veterans and our clients; our veterans gain an advocate and job partner, and our clients gain access to resolute, diligent employees with proven results.

Example of Recruiting Channels and Steps

- Sourcing from:
 - Local Community Recruiting, College & Local Job Fairs, Career Builder, Craigslist, Indeed.com
 - Social Media Outlets Twitter, Instagram, and Facebook
 - Referral Bonus & Retention Bonuses
- Targeted Recruitment Campaigns to focus on candidates where English is a second language
- Utilize market data to build a strategy and communicate job availability in multiple languages
- Leverage newly created corporate roles focused on enterprise-wide talent attraction and retention strategies
 - Director of Talent Engagement
 - Director, Diversity, Equity, and Inclusion
- Streamline the on-boarding process through technology and online applications
- Candidate Pre-Screening



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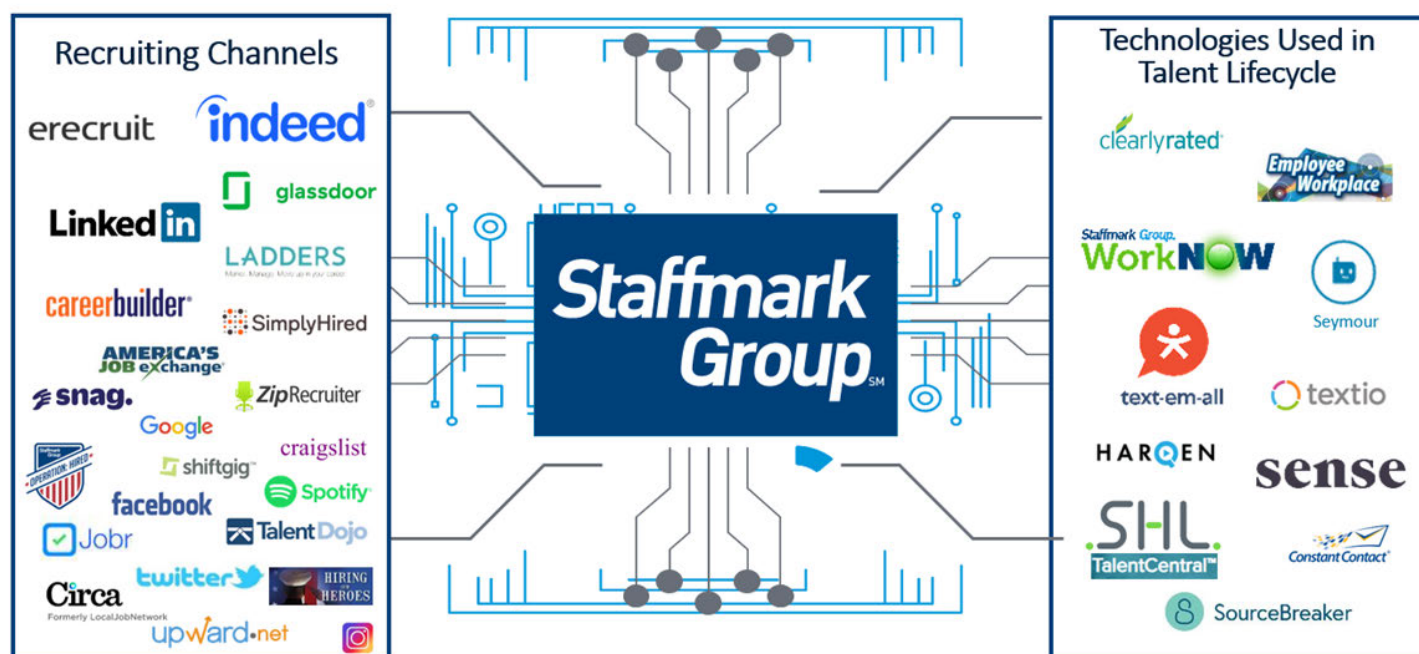
Technology

Beyond utilizing standard recruiting practices, Staffmark is always actively analyzing our current technology, as well as upgrading, assessing, and piloting future development enhancements.

The technology available to help align people and companies is changing the way the world hires. From apps that make information accessible 24/7 to rapid communication tools, or even artificial intelligence to provide support – the possibilities modern technology provides is limitless. Every company uses technology differently. **At Staffmark Group, we are incorporating technology into the time-tested processes that are the core of the services upon which our clients rely.** Attracting talent means being seen. There are many ways we ensure job seekers see our opportunities. Through integrating our front office system, Erecruit, with the vast platforms we use, such as our company branded websites, our talent intranet (the Employee Workplace), and our job board partners, we can post all these opportunities simultaneously and collect applications directly back into Erecruit. This makes Erecruit our most valuable piece of technology, as all client, job, applicant, and employee data are stored in this system.

When job seekers visit our website, they are greeted by a conversational AI bot that asks a series of questions to help job seekers find the right job opportunity for them. This technology also schedules the candidate's interview for our recruiters. Over 50% of candidates schedule their interview within 27 minutes of initial engagement.

To connect and meet candidates where they are, the Staffmark Group WorkNOW app provides our candidates with the power to search, apply, and accept jobs while on the go. We are changing the way that employees receive and accept job offers, leading to faster time to fill and higher show-up ratios. It is like an Uber-type of app for Staffing!



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Utilization of Technology – Talent Recruitment, Engagement, and Retention

Alongside the touchpoints mentioned below, our unwavering objective is to continually invest in technology and processes that position us as the preferred employer. To attract and retain exceptional employees for our clients, we have a diverse range of technologies that span the entire recruiting, hiring, onboarding, and employment lifecycle. These innovative tools significantly enhance the efficiency, swiftness, skills evaluation, and effectiveness of communication throughout the entire process



Order Fulfillment – Ease & Speed

Our Staffing-on-Demand Solution

- Designed to transform the traditional staffing model
- More agile and transparent for all parties
- Integrated digital marketplace of workers connected to the WorkNOW platform via their mobile devices
- Streamlines the process of finding qualified workers and filling orders



Easily search for jobs in the area



Alerts for New Jobs



Easy apply



Assignment details embedded in phone calendar

Resume, industry reputation and qualifications

For more than four decades, Staffmark has been deeply ingrained in the Benton County community. Our Bentonville-based recruitment team boasts a collective experience of 98 years. On average, our client collaborations span an impressive 17 years. Renowned as industry specialists, we excel in talent recruitment, thorough screening, and meticulous vetting processes. Moreover, our commitment to community outreach and professional advancement has earned us a stellar reputation for giving back.

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What Makes Us Different

At Staffmark Group, our approach begins with listening to your needs. We leverage the knowledge gained from our interactions with you, combining it with our extensive resources, experience, and capabilities to craft strategic and customizable solutions that best serve your company. We understand that businesses evolve, which is why our Workforce Solution is designed to be flexible and scalable, allowing us to quickly adapt as your needs change.

Our Integrated Workforce Solutions bring together our Branch, On-Site, Cost Per Unit, and/or National Account services, along with our Specialty Workforce Solutions, to create a unique solution tailored specifically for your company. We provide the comprehensive support and resources of a large national company while maintaining the agility and entrepreneurial independence necessary for swift response at the local level.

To deliver superior support, we rely on the expertise and tenure of our staff. Our passionate performers are committed to exceeding your expectations, backed by field-based resources with specialized knowledge in areas such as safety, human resources, recruiting, and employment law.

We foster a culture that prioritizes employee engagement and retention. From day one, we employ various processes, tools, activities, and support avenues that boost morale, foster a sense of belonging, and support long-term retention. By reducing turnover and its associated costs—both tangible and intangible—we ensure that our clients benefit from stable and dedicated workforces.

Experience:

- Our legacy brands have been founded as early as 1969, 1970, and 1982, demonstrating our extensive industry experience.
- We offer the depth of service and resources associated with a large national company, while maintaining the local-level entrepreneurial independence required for prompt response.
- We have longstanding client relationships spanning over 40 years, highlighting our commitment to fostering enduring partnerships.
- Creative Workforce Solutions—Customized to Align with Your Goals:
- Branch Service: Providing comprehensive staffing solutions through our network of branches.
- On-Site Workforce Solutions: Tailoring workforce solutions directly at your location.
- Specialty Workforce Solutions: Delivering specialized staffing solutions to address unique industry or skill-specific needs.
- Pay-for-Performance Models: Offering cost-saving opportunities for clients while providing incentives to employees.
- Innovation & State-of-the-Art Technology: We continuously strive for innovation, leveraging state-of-the-art technology to support a seamless and efficient application and fulfillment process.
- Our flexible and immediate results are followed by industry-leading retention rates, ensuring long-term success for our clients.

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Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.

Public Sector Experience

From municipalities to universities to various not-for-profit organizations, Staffmark Group has over **50 years of experience** filling a variety of roles, with the highest level of support, across the **public sector** including, but not limited to, Clerical and Administrative, Professional, and General Labor positions. We understand local, state, and federal government contracting procedures, and have the resources in place to meet all your staffing and compliance needs.

A sampling of our current clients in this space include:

- Abilene Housing Authority
- Anderson County Solicitor
- Benton Public Housing Authority
- City of Troy
- City of Jackson
- City of Monroe
- City of Shreveport
- City of St. Cloud
- Clark County Health Department
- Commonwealth of Massachusetts
- County of San Bernardino Land Use Services Department
- Los Angeles County Board of Supervisors
- Monroe Housing Authority
- Sacramento Public Library
- Virginia Department of Health
- University of California-Riverside
- Union County Human Services
- Union County Public Works Department
- University of Southern California

There are a multitude of resources Staffmark uses to identify and remain updated on all applicable laws and regulations, including, but not limited to, the following:

- Member associations, such as: Society for Human Resource Management (SHRM); American Staffing Association (ASA); Staffing Industry Analysts (SIA); Various Local Chamber of Commerce Chapters
- Various HR bulletins

Legal resources – local and national firms that monitor the ongoing legal landscape and notify us of any activity which may impact not only Staffmark but our clients.

Both the Staffmark legal and HR teams closely monitor all federal, state, and local legislation, and as changes are made to applicable laws and regulations, all internal employees are informed via email and our intranet page. Additionally, we notify our clients of all necessary changes and updates, as well as updating our audit process to ensure that we are always 100% compliant with all laws and regulations. We understand that it is our obligation to notify and inform the City of Bentonville regarding any changes in cost components which will affect the City.

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Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.

Talent Engagement & Retention

At Staffmark Group, we always strive for continuous improvement. We believe there are four pillars to employee engagement and retention: attraction, engagement, performance, and completion.

Attraction

Ensuring we have effective recruiting, on-boarding, and training.

Engagement

Developing check points for both Staffmark Group and our client to engage the employee during their first day and first week on the assignment

Performance

Providing performance feedback and recognition with lots of visibility and much recognition.

Completion & Reassignment

Creating positive off-boarding experience, including the offer of the next assignment

We feel that employee engagement is crucial to the recruiting and retention of qualified employee. We invest in tools and technology that both simplify and make accessible the application, hiring, and placement process. Some of these tools include web-based, on-line applications, an employee information portal (allowing 24/7 access to us, HR requests, personal employee files), pre-screening / interview technology, and mobile applications for smart phones regarding work opportunities and employee availability. To meet our employees "where they are," we use texting applications and social media connections.

We treat our employees working in our clients' facilities with respect; we realize that without them, we would not exist. We plan regular events at branch and on-site locations, which give us the opportunity to personally thank our employees for their contributions to both our company and our clients' companies. In addition, we recognize our employees through contests and awards designed to highlight outstanding performance. Each branch office annually selects an *Employee of the Year* in association with the American Staffing Association's national Staffing Employee Week. Throughout the year, we also utilize contests to drive awareness of quality performance, safety mindedness, and regular attendance.

We collaborate with our employees to understand their job and career goals. Throughout our screening, hiring, and orientation process, we strive to make our employees understand that they are an essential part of both our team and our clients' teams. Our ability to show our employees the value that they bring to our Staffmark Group team translates into higher retention and performance rates.

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Description of the benefits offered to agency employees (candidates for temporary positions).

Employee Attraction and Retention – Benefits and Incentives

The retention of valued employees provides for a productive work environment. Fair pay and incentives provide an atmosphere conducive to hard work and goal achievement. Staffmark Group offers one of the most comprehensive benefit programs in the staffing industry, including:

- Healthcare Program (ACA-compliant healthcare benefits are offered to those temporary employees who qualify)
 - Medical Insurance
 - Dental Insurance
 - Vision Insurance
 - Short-term Disability Insurance
 - Term Life and Accidental Death and Dismemberment Insurance
- LiveHealth Online Telemedicine and Psychology
- Health Savings Account
- Family Medical Leave Act (FMLA)
- 401(k) Savings Plan
- Pre-Tax Parking and Commuter
- Pet Insurance

In addition, the following benefits and incentives are available upon hire at no cost to the employee:

- Direct Deposit
- Skylight Financial Electronic Debit Card
- DailyPay
- Referral Bonus Program
 - Temporary Referral Bonus
 - Full-time Non-temporary Referral Bonus
 - Company Temporary Referral Bonus
 - Company Full-time Non-Temporary Referral Bonus
- Verizon Wireless Discount Program
- Complimentary Kenexa Assess Software Training and Tutorials
- Resume Assistance and Interviewing Tips
- Awards and Recognition
 - Employee of the Week, Month, and/or Year Awards
- Performance Reviews

Details on each of these programs can be found below.

Healthcare Program – Staffmark Group offers medical, dental, vision, short-term disability, and term life and accidental death and dismemberment insurance benefits for our temporary employees and their families; we offer ACA-compliant healthcare benefits to those temporary employees who qualify. Coverage includes, but is not limited to, hospital, doctor's office, lab and x-ray, home healthcare, medical equipment and supplies, prescription drugs, and therapy. Employees are eligible to enroll in this program within 30 days of their hire date, first paycheck date, or qualifying life event, as well as during the annual 30-day open enrollment period. Coverage begins the Monday following the first payroll deduction and continues if an employee has a payroll deduction.

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LiveHealth Online Telemedicine and Psychology – LiveHealth Online is useful for treating many conditions from the comfort of your home, office, even on vacation. Staffmark Group employees can have a private and secure video visit with a board-certified doctor or licensed therapist on your smartphone, tablet, or computer with a webcam, who will assess their condition, provide a treatment plan and even send a prescription to their pharmacy, if it is needed.

Health Savings Account – Employees who enroll in the Core HDHP plan can elect to put their own pre-tax money into a health savings account (HSA) administered by ConnectYourCare. This HSA money rolls over from year to year, is always theirs to keep, and is tax advantaged, meaning the money they contribute, and any investment money they make, are tax-free if it is spent on qualified medical, dental, and vision expenses.

Family Medical Leave Act (FMLA) – As part of the Family Medical Leave Act (FMLA), eligible Staffmark Group employees can receive up to 12 weeks of unpaid time off for qualifying reasons with advance notice and certification. Eligibility begins after one year of employment and 1,250 hours worked in the previous 12 months.

401(k) Savings Plan – Staffmark Group employees are eligible to enroll in the company 401(k) plan. Employees may contribute up to \$18,500 pre-tax to their account, allowing them to benefit from tax savings while saving money for their retirement. The plans offer target date lifestyle funds and individual mutual funds as investment options, and are completely paperless – enrollment, deferral changes, investment changes and rollovers can all be done online or via phone.

Pre-Tax Parking and Commuter – This plan is provided to Staffmark Group employees through ConnectYourCare and is used to reimburse or pay for job-related parking or transportation expenses.

Pet Insurance – Staffmark Group is excited to offer pet insurance through PetFirst. Plans are priced based on the type of pet, breed, age and other factors. Employees can use any vet, specialist or emergency clinic in the United States, and can choose different plan limits, reimbursement percentages, and deductible options. There is no veterinary exam necessary to qualify.

Direct Deposit – Staffmark Group employees can take advantage of direct deposit of their paychecks. This feature is safe, secure, and more convenient than having checks mailed. Funds are deposited directly to an employee's bank account, making funds conveniently and quickly available. Employees are eligible to enroll in this program at any time during their employment with Staffmark and will receive paper checks only until electronic deposits begin, which typically happens after 2-3 pay periods.

Skylight Financial Electronic Debit Card – In addition to our direct deposit program, Staffmark Group also offers a debit card program for those employees who prefer this option. Employees can open this debit account and have their paychecks directly deposited, accessing their funds through a debit card. This option eliminates the hassle and expense of cashing checks for those employees without an established bank account, therefore giving them the freedom and ease of electronic pay and direct deposit. Employees are eligible to enroll in this program at any time during their employment with Staffmark and will receive paper checks only until electronic deposits begin, which in most cases there is immediate card activation with no delay.

DailyPay – DailyPay is a new voluntary benefit that allows Staffmark Group employees to access their pay when they need it. As employees work during the week, they will build up an Available Balance in their DailyPay account, which approximates earnings based on the hours they have worked minus any withholdings (like taxes, garnishments, etc.). Employees can transfer any amount of money up to and including their Available Balance to their bank account, prepaid debit card, or payroll card. At the end of the pay period, any remaining balance will automatically be deposited from the employee's DailyPay account into their bank account (at no cost) on their regularly scheduled payday.

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Verizon Wireless Discount Program – Current temporary and temp-to-hire Staffmark Group employees are eligible to sign up with Verizon Wireless and save 15% off their monthly bills and 25% off all eligible accessories. This discount applies to both new and existing Verizon Wireless customers and can be accessed by registering online to receive discount.

Complimentary Kenexa Assess Software Training and Tutorials – Staffmark Group is excited to give our employees the opportunity to upgrade their skills on a variety of the latest software packages. These tutorials are available at any of our branch locations and are free of charge to all employees.

Resume Assistance and Interviewing Tips – Our talented branch teams are a great resource for our employees to get assistance with resume preparation, as well as tips and suggestions on how to best present themselves in an interview.

Awards and Recognition – Staffmark Group has several programs to recognize and award temporary employees for their hard work and dedication. Award programs can include employee of the week, month, and/or year awards.

Performance Reviews – We also conduct Performance Reviews on all contract employees; should there be red-flags identified during the performance evaluations, or during our regular quality assurance checks, we immediately engage both our employees, as well as our clients, regarding these matters.

Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.

At Staffmark Group, we believe in the power of diversity and inclusion, and we are proud to have been named one of **America's Greatest Workplaces for Diversity 2024 by Newsweek**. This reflects our commitment to creating an environment where everyone feels valued, respected, and empowered.

Staffmark Group is committed to providing equal employment opportunity for all persons regardless of race, color, religion, sex, sexual orientation, gender identity, age, marital status, national origin, citizen status, disability, or veteran status. Staffmark Group will be flexible to follow the City of Bentonville policies about this topic.

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Diversity and Inclusion

People First Culture

We are dedicated to maintaining an equal employment opportunity workplace, while also striving to hire a diverse workforce. Our Director of Diversity, Equity, and Inclusion, Ashley Oliver, (or designee) is responsible for design, development, dissemination, interpretation & monitoring of all diversity matters. They will ensure all managers, supervisors & employees are aware of the Company's commitment to diversity, as well as individual requirements to meet specific goals, timetables, or other associated objectives. While we are not a minority/women-owned business, we do regularly support & partner with these types of businesses for a Tier II status. Each region partners with the women/minority-owned agencies, appropriate for that area. When we use subcontractors to support our clients, we are often able to utilize women/minority-owned suppliers. With specific clients, we work with minority agencies to dedicate a pre-determined percentage of business to such companies to meet the client's specific diversity requirements.



Diversity, Equity, Engagement, Inclusion

- **Business Resource Groups**
- **Veterans and Military Spouses, LGBTQIA+, Black and People of Color, Young Professionals, Working Mothers, etc.**
- **Gain more relevant Diversity and Inclusion certifications such as:**
 - **Military Friendly Employer, Disability Equality Index, gender equality index, and corporate equality index**
 - **Certified Age Friendly Employer**
- **73% female company-wide gender diversity**
 - **75% of senior leadership is female**
 - **63% female managers**

Community Focused

We work with:

- Military Veterans groups
- Second-Chance programs for those who have been incarcerated and are looking for gainful sustainable work
- Immigrants both in the US and globally
- "Cross the Bridge" program in California launching in 2022, mentorship opportunities with local schools,
- Jobs for local athletes leaving college without a professional sports career
- Upskilling programs regionally to provide job skills and employment opportunities
- Big Brothers Big Sisters volunteering

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The following information for key personnel:

Key Personnel

Sara Staley, CSP, PHR, SHRM-CP

Regional Director

Sara began her career with Staffmark in 2005 and after several promotions is now the Regional Director over the Central and Northwest Arkansas regions. She focuses on business development and client relations by creating customized staffing strategies for companies throughout the state as well as managing the overall operations of several Staffmark branches made up of multiple recruiters.

Sara is a graduate of the University of Arkansas with a Bachelor of Arts in Psychology. She is certified as a Professional in Human Resources and a Society of Human Resource Managers-Certified Professional. She is currently the Past President of the local ARSHRM Chapter of the Northwest Arkansas Human Resources Professionals, NOARK. She was also recognized by the Northwest Arkansas Business Journal's 40-under-40 class of 2015.

Janet Silvia

Recruiting Manager

Janet has been in recruiting and the management of full life cycle hiring for the past 36 years. Her first 20 years was in retail management for companies such as Venture and TJ Maxx. Janet has spent the last 16 years working for Staffmark as a Recruiting and Account Manager. She is an expert in recruiting frameworks, sourcing, and vetting talent, as well as matching candidates for positions with the highest propensity for success.

Corporate Support

The entire Staffmark Group Account team supporting Thai Summit has direct access to our Corporate Support team to meet your Legal, IT, HR, Payroll, and Billing needs, including those clients who are tax exempt. Our Corporate Support team will support your account indirectly through our Account team and includes, but is not limited to:

- Ability to adapt and adjust staffing approaches in providing adequate and appropriate coverages during local and / or nationwide emergencies (comprehensive business continuity plan)
- Competitive benefits for workers (company paid holidays, PTO, medical/dental/vision)
- Adhere to all compliance and regulations and follow all applicable state and federal laws
- Operate within the guidelines of all Federal and State labor codes
- Implement and maintain reasonable security procedures and practices appropriate to City of Bentonville needs to protect information from unauthorized access, destruction, use, modification, or disclosure

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Agency Information

Name - Staffmark Investment, LLC

Headquarter Address - 191 Rosa Parks St, 10th Floor Cincinnati, OH 45250

Phone Number - 479.719.1547

Email - sara.staley@staffmark.com

Website Address - www.StaffmarkGroup.com

Indicate whether the agency is a partnership, corporation, or sole proprietorship - Corporation

Where the company is organized - Delaware

The organizational chart for the City of Bentonville will look like this:



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Primary Contacts:**Janet Silvia, Recruiting Manager**

1703 Phyllis Street, Suite 105 Bentonville, AR 72712
 479.271.7818 ex 6418
janet.silvia@staffmark.com

Sara Staley, Regional Director

1703 Phyllis Street, Suite 105 Bentonville, AR 72712
 479.268.7959
Sara.Staley@staffmark.com

Provide a list of all applicable licenses maintained by the agency.

While the State of Arkansas does not presently grant an official business license, Staffmark Investment, LLC is duly registered with the Secretary of State's office to conduct operations in Arkansas. The company adheres to all relevant laws, rules, and regulations necessary for offering employment/staffing referrals within the State of Arkansas.

Statement of Qualifications

With our extensive experience, we are confident in our ability to serve as your top staffing solution for all needs within The City of Bentonville. Our profound knowledge of the local market, along with our committed and experienced team, distinguishes us from the competition. Located at 1703 Phyllis Street, Suite 105 in Bentonville, our office has been serving the community since 2008. However, Staffmark's presence in Benton County spans over 40 years, offering temporary, temporary-to-hire, and direct hire staffing services across diverse industries in both public and private sectors.

Our Bentonville office specializes in staffing for clerical, administrative, professional, and light industrial roles. With a local team boasting over 40 years of collective experience in the staffing industry within Northwestern Arkansas, we have successfully provided janitorial, maintenance, clerical, and administrative staffing services for state and local agencies. This includes staffing for specialized positions requiring temporary, temp-to-hire, and direct hire placements.

We are dedicated to meeting the staffing initiative expectations of The City of Bentonville and ensuring compliance with policy standards. Recognizing that we must earn your business every day, we are committed to delivering exceptional service. Our team of talented and experienced professionals, coupled with advanced technical resources, reflects our unwavering commitment to quality and consistently high standards, making us the preferred employment service provider. We have the demonstrated experience and qualifications to not only meet but exceed your expectations for a staffing vendor in the Bentonville market. We eagerly anticipate the opportunity to be a trusted partner in The City of Bentonville's Temporary Staffing Services program.

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A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.

Staffmark's recruitment technology and resources enable round-the-clock, full cycle hiring. Our local team is accessible to both talent and clients during regular business hours, Monday to Friday from 8:00 am to 5:00 pm, and can accommodate special circumstances after hours. Our extensive database currently comprises around 2,500 Staffmark-hired professionals in the Northwest Arkansas metro area. The dedicated Staffmark team overseeing the City of Bentonville's account consists of six experienced recruiting managers, ensuring timely fulfillment of the city's staffing requirements. Your primary liaison at Staffmark will be Janet Silvia.

References

United Industries

Address: 1900 E Central Ave, Bentonville, AR 72712

Contact Name: Wes Paulin, President

Phone number: 479-273-2924

Email Address: WPaulin@ultraboard.com

Length of Relationship: 18 Years

Description of Service: We provide light industrial production labor over 3-shifts

Staffmark serves as the principal staffing provider for United Industries. Upon identifying inefficiencies within their timekeeping system, we collaborated to devise and deploy a new timekeeping solution. Under this arrangement, we supervise and coordinate all staffing vendors whose employees utilize the clock. This initiative streamlined operations and reduced costs for the client, without incurring any expenses on their part.

Kennametal

Address: 205 N 13th Street Rogers, AR 72756

Contact Name: Theresa Johnson, Human Resources Manager

Phone number: 479-621-4749

Email Address: theresa.johnson@kennametal.com

Length of Relationship: 6 Years

Description of Service: We provide light industrial production labor over 3-shifts

Staffmark exclusively serves as the staffing provider for Kennametal. Leveraging a local partnership, we engaged with their corporate office to extend our contract capabilities nationwide. Additionally, we adeptly fulfill their high-volume requirements, catering to both year-round and seasonal business demands.

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Preformed Line Products

Address: 2740 S 1st Street, Rogers AR 72758

Contact Name: Mike Billington, Human Resources Manager

Phone Number: 479-636-7600

Contact Email: Mike.Billington@plp.com

Length of Relationship: 25+ Years

Description of Service: We provide light industrial production and manufacturing labor over 3-shifts

Staffmark is the sole staffing provider for Preformed Line Products, boasting one of our longest-standing partnerships in Northwest Arkansas. Collaborating closely, we offer consultancy and partnership to enhance hiring efficiencies, fostering a robust labor pool and organizational culture tailored to meet their high-volume demands.

Sealed Air Corp – Cryovac

Address: 4 Bekaert Drive, Rogers AR 72756

Contact Name: Cindy Allgood, People Experience (HR) Manager

Phone Number: 479-619-3507

Contact Email: cindy.allgood@sealedair.com

Length of Relationship: 17 Years

Description of Service: We provide light industrial production and manufacturing labor over 3-shifts

Staffmark stands as the exclusive staffing provider for Sealed Air Corp - Cryovac. We played a pivotal role in establishing their contingent staffing program from its inception, offering extensive consultation to optimize hiring processes and meet their seasonal high-volume talent needs with top-notch efficiency.

BNSF Logistics

Address: 1300 N Dixieland Rogers, AR 72756

Contact Name: Kris Marvin, Senior Operations Manager & Tracy Sayer, Warehouse Manager

Phone Number: 479-203-5843

Contact Email: kristen.marvin@bnsflogistics.com, tracy.sayre@bnsflogistics.com

Length of Relationship: 12 Years

Description of Service: We provide light industrial warehousing and project labor

Staffmark contributed to the establishment of a contingent staffing program for BNSF's new division in reverse logistics, initiated 12 years ago with the facility's opening. Since then, we have consistently met their requirements for high volume, seasonal, and project-based staffing needs.

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Costs Associated with Proposal

At Staffmark, we believe in transparent pricing from the outset. This approach will allow the City of Bentonville to immediately recognize cost savings, as opposed to waiting for annual savings that may or may not materialize. Our pricing structure encompasses both variable and non-variable factors.

The non-variable factors include:

- FICA (Federal Insurance Contributions Act)
- FUI (Federal Unemployment Insurance)
- SUI (State Unemployment Insurance)
- Local Tax (if applicable)
- Workers' Compensation
- Benefits (including Tenure Bonus and Holiday Pay)
- SG&A (Selling, General, and Administrative Expenses)
- ACA (Affordable Care Act)
- Profit

The variable factors include:

- Types of positions
- Specific skill sets required
- Supply and demand of candidates
- Client-specific pre-screening requirements
- Market employment conditions and trends

For the City of Bentonville, Staffmark's proposed costs are outlined below.

- **Mark-Up:** 30%
- **Overtime Mark-Up:** 28%
- **Conversion Hours:** 320 hours
- **Guarantee:** 4-Hour
 - If the City of Bentonville advises Staffmark that it is not satisfied with our personnel's performance during his/her initial 4 hours of work, Staffmark will replace him/her and waive charges for the hours worked by said personnel
- **Drug Test:** 5-panel at no cost to the City of Bentonville
- **Background Check:** 2-county background check w/ MVR at no cost to the City of Bentonville
- **Dedicated Account Manager**

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CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-24-11 Solicitation



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: January 14, 2024

NOTICE OF REQUEST FOR QUALIFICATIONS

Temporary Staffing Services

Request for Qualifications (RFQ)-24-11

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency). The contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any submission received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Submissions in response to this Invitation shall constitute an agreement of the Submitter to these conditions.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit for City projects/purchases.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs/RFPs'; however, interested parties are encouraged to notify Purchasing that they have downloaded the Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

The deadline to submit a Statement of Qualifications for RFQ-24-11 is 4:00 PM CST on February 7, 2024. Submissions must be mailed or hand delivered in a sealed envelope to the City of Bentonville Purchasing Department, located in the City of Bentonville Administrative Services Building on the 2nd floor, 1000 SW 14th Street Bentonville, AR 72712. All Submissions must be received by Purchasing prior to the deadline to submit (submission deadline). Late Submissions or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the deadline date and time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 1, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-24-11	Date of Issuance:	January 14, 2024
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas: Parks and Recreation Department		
For Questions:	Questions will be accepted in written format only to purchasing@bentonvillear.com		
Deadline for Questions:	February 1, 2024, at 4:30 PM CST		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	4:00 PM CST, February 7, 2024
Responses must be received by the Purchasing Department prior to 4:00 PM CST, Wednesday, February 7, 2024 . In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Submission Delivery Address:	City of Bentonville Administrative Services ATTN: Purchasing Department 1000 SW 14 th Street Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Submission Outer Packaging Requirements:	Outer packaging must be properly marked with the following information: • Proposal Number: RFQ-24-11 • Vendor's name and return address
Number of Copies for Submission:	(1) One signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Submitters may choose to provide this Form complete or include the requested information in their preferred format as part of their Statement of Qualifications or Letter of Interest.

Name of Firm/Agency (Company Name): _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Signature: _____

Addenda: Submitters are required to acknowledge all addenda issued for this RFQ. Submitters may acknowledge issued addenda either by inclusion in their Submission or by noting the Addendum Number and Date of Issuance below in the fields provided.

ADDENDUM NUMBER

DATE OF ISSUANCE

_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES BUILDING – 2ND FLOOR
1000 SW 14TH STREET BENTONVILLE, AR 72712

RFQ-24-11 Temporary Staffing Services

SECTION 1: Summary

The City of Bentonville, Arkansas is accepting Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

Evaluation, selection and award will be in accordance with Arkansas laws and the City's Purchasing Policy for the procurement of professional services. The City will form a Selection Committee consisting of at least three members to evaluate Submissions. Firms may be invited to interview with the Committee; however, interviews are not required to proceed into contract negotiations.

The City reserves the right to cancel this request at any time in accordance with the City's best interest.

SUBMISSIONS TO THIS RFQ SHALL NOT INCLUDE COSTS OF ANY KIND.



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SECTION 2: Background & Information

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2020 Census reported a city population of 54,164. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners; with these major employers, coupled with the large cycling community and many existing tourist attractions, the Bentonville community continues to experience rapid growth and development. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3: Method of Award/Work

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.



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Method of Award/Work (Section 3) continued

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top-rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request from the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4: Scope of Work

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) Agency Responsibilities

- a. **Account Representative:** Assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.
- b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.



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Agency Responsibilities continued

- c. **Response Requirements:** When responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

- i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

- i. **Background Screening:** Temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.
- ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.
- iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.
1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.
- iv. **Conduct:** Temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
- v. **Attire:** The agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.



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Agency Responsibilities continued

- e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
- i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
 - ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
- f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manner, to be more accurately determined upon award of the contract. The awarded agencies shall include RFQ-24-11 on all invoices submitted pertaining to work performed for this contract.
- g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.
- h. **Temporary Employee Requirements:**
- i. Valid driver's license
 - ii. Pass 2-county background check
 - iii. Pass 5-panel drug screen
 - iv. Reliable transportation to/from work
 - v. Able to meet physical demands of the job
 - vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
 - vii. Able to lift at least fifty (50) pounds
 - viii. Able to work in adverse weather conditions
 - ix. Possess position appropriate clothing
 - x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)
 - xi. Motivated and reliable
 - xii. Able to and willing to follow instructions
- i. **Additional Requirements**
- i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
 - ii. Minimum pay-rate of \$12.00 (twelve dollars) per hour
 - iii. Employees shall be able to flex-schedule



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2) City of Bentonville Responsibilities

- a. **Contact Person:** The City shall provide a designated Contact Person to the agency for any Department utilizing the contract.
- b. **Training and Supervision:** Agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall conform in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. from the City, as needed.
- c. **Personal Protective Equipment:** The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.
- d. **Timesheets:** Emailed to match agency payroll. The City uses a uniform timesheet created in-house. The City adds the agency name to the timesheet for respective assigned staff, and emails approved timesheets to respective agencies weekly on day after weekly pay period ends (Monday) or next business day the City is open.
- e. **Approval -Felony Convictions:** The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) Approximate Job Description: This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A workday is typically 1st or 2nd shift.

- a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
- b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grub and weed around bushes, trees and flower beds.
- c. Plant new and repair established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mow and trim lawns. Trim and edge around sidewalks, flower beds and walls.
- d. Apply herbicide or mulch to designated areas. Spray lawns, shrubs and trees with fertilizer, herbicides and insecticides.
- e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
- f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.
- g. Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
- h. General dirt work on all ball fields, including but not limited to raking and shoveling.
- i. May work in high traffic areas at times.
- j. Hang lights, decorations etc.
- k. General janitorial duties.
- l. Clerical and/or administrative duties.



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Approximate Job Description continued:

m. Other duties as assigned.

SECTION 5: Contract Considerations

The awarded agencies will be required to enter into a binding contract with the City. The below contract language is required standard language in City contracts; submitters are encouraged to pre-review this language in preparation if selected for award.

- A) **Dispute Resolution:** City and Agency agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Agency will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Agency's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.
- B) **Indemnification and Hold Harmless:** For purposes of this Contract, Agency agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Agency, its affiliates, subsidiaries, employees, agents, assignees, and sub-contractors and their respective employees and agents. Agency is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.
 - a. Due to the City's Statutory Tort Immunity, the City is not able to agree to indemnification clauses where the City is indemnifying and holding harmless the Agency.
 - b. Due to the City's Statutory Tort Immunity, the City does not carry General Liability insurance.
- C) **Applicable Law, Jurisdiction, Venue:** Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.
- D) **Freedom of Information Act (FOIA):** Agency understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any Contract and all other work documents furnished by Agency to City or City to Agency, unless those documents are specifically excluded from Arkansas FOIA laws.
- E) **Insurance:** Agency will be required to maintain insurance as set forth by the City, including Workers Compensation insurance as required by Arkansas Statute, and name the City of Bentonville as additionally insured when required by the City.

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SECTION 6: General Terms & Conditions

- 1. Written Requests for Information or Clarification:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to this solicitation must be sent in writing via e-mail to the Purchasing Department using the information provided in this solicitation. Responses to questions may be handled as an Addendum or Clarification. Any such Addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.
- 2. City of Bentonville Rights:**
 - a. The City of Bentonville reserves the right to reject any or all Submissions and/or resulting Proposals and to waive irregularities therein, and all Submitters shall agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Submitter because of such rejections, nor shall the Submitters seek any recourse of any kind against the City of Bentonville because of such rejections. The filing of any Submission or Proposal in response to this request shall constitute an agreement of the Submitter to these conditions.
 - b. The City of Bentonville reserves the right to select the Proposal that it believes will serve the best interest of the City.
 - c. The City of Bentonville reserves the right to cancel the entire request at any time, for any reason.
 - d. The City of Bentonville reserves the right to remedy or waive technical or immaterial errors in this RFQ or resulting Submissions.
 - e. The City reserves the right to cancel the awarded contract without cause by giving thirty (30) days prior notice to the Agency in writing of the intention to cancel or with cause if at any time the Agency fails to fulfill or abide by any of the terms or conditions specified.
- 3. Costs Incurred:** All expenses involved with the preparation and submission of responses to the City for this RFQ, or any work performed in connection therewith, shall be borne solely by the Submitter(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Submitter(s) prior to Contract commencement.
- 4. Conflict of Interest:**
 - a. The Submitter represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.
 - b. The Proposer shall promptly notify the Purchasing Department, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Submitter's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Submitter may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Submitter. The City agrees to communicate with the Submitter its opinion via e-mail or first-class mail within thirty days of receipt of notification.
- 5. Arkansas Freedom of Information Act (FOIA):** City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Bentonville, the Agency will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized costs pursuant to the FOIA may be assessed for this compliance.



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- 6. Applicable Law, Jurisdiction, Venue:** Legal jurisdiction to resolve any disputes shall be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to the awarded contract will be in the District Court of Benton County, Arkansas.
- 7. City Indemnification:**
- a. The successful Submitter(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.
 - b. The City of Bentonville has Statutory Tort Immunity and as such no contract with the City shall provide for the waiver or implied waiver of the City's Tort Immunity.
- 8. No Exclusivity:** Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.
- 9. Debarred Entities:** By submitting a statement of qualification, Submitter states submitting entity is not a debarred Agency with the federal, any state, or local government.
- 10. Insurance:** Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum or at an amount otherwise approved by the City in writing. The City may require that such Certificate of Insurance list the City as an additional insured (not to be required unless the firm is selected).
- 11. Compliance with Laws:** The laws of the State of Arkansas apply to any purchase made under this request for Statements of Qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this request, any Proposal and subsequent Contract(s) including, but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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SECTION 7: Required Responses

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Non-Collusion Affidavit (Appendix A), signed and notarized
4. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
 - Services provided by the agency
 - The agency's method or approach to temporary position fulfillment
 - Resume, industry reputation and qualifications
 - i. Employment history as it relates to staffing services.
 - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
5. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
6. Description of the benefits offered to agency employees (candidates for temporary positions).
7. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
8. The following information for key personnel:
 - Name(s)
 - Respective titles
 - Experience
 - Periods of service with the agency
 - Information on past work experience providing the same or similar services as outlined in this RFQ.
9. The following information for the agency:
 - Name
 - Headquarter Address
 - Phone Number
 - Email
 - Website Address
 - Indicate whether the agency is a partnership, corporation, or sole proprietorship.
 - Where the company is organized
 - Names of principals, officers, and directors of the agency.



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Required Responses Continued:

10. The contact information for the primary contact personnel, including:

- Name
- Address
- Phone Number
- Email

11. Provide a list of all applicable licenses maintained by the agency.

12. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.

13. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.

14. References from at least five (5) clients to whom the agency has provided the same or similar services.

- List the following information for each reference:
 - Client name
 - Address
 - Contact person and title
 - Telephone number
 - Email address
 - Length of working relationship
 - Description of the services provided to the client
 - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

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APPENDIX A

NON-COLLUSION AFFIDAVIT

THIS DOCUMENT MUST BE SIGNED AND NOTARIZED, AND INCLUDED IN
THE SUBMISSION.

***FAILURE TO INCLUDE THIS SIGNED AND NOTARIZED NON-COLLUSION
AFFIDAVIT WILL RESULT IN REJECTION OF THE SUBMISSION.***



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

NON-COLLUSION AFFIDAVIT

SUBMISSION INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND
NOTARIZED AND SUBMITTED WITH THE RFQ SUBMISSION

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent)
of lawful age, being first duly sworn, on oath says that:

- 1.They are the duly authorized representative/agent of the Proposer and/or contractor submitting the Competitive Proposal and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Proposers and between Proposers and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Request for Proposals to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Proposal and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Proposals;
3. Neither the Proposer/contractor nor anyone subject to the Proposer/contractor's direction or control has been a party;
 - a. to any collusion among Proposers in restraint of freedom of competition by agreement to Proposal at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Proposers and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____ day of _____, 20____

Notary Public Signature: _____ My commission expires: _____

Seal:



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

Staffmark Group Agreement (excludes Signature Page)



TEMPORARY STAFFING SERVICE AGREEMENT

This Temporary Staffing Service Agreement ("Agreement") is entered into the date as signed below by Staffmark Investment LLC, having its principal place of business at 191 Rosa Parks Street, Floor 10, Cincinnati, OH 45202 ("Agency") and The City of Bentonville, with a principal place of business at 1000 SW 14th Street, Bentonville, AR 72712 ("Client").

Agency agrees:

1. To provide Client Agency's employees on a temporary basis ("**Talent**") to perform work at Client's direction ("Work") pursuant to the rates and Client-specific terms in the attached and incorporated Service Investment.
2. To recruit, interview, test, screen and generally orient all Talent prior to their assignment at Client's worksite.
3. To perform, as part of the pre-Work assessment, based on Client's written background check criteria, a validated database search of all developed names/addresses through Agency's preferred consumer reporting agency. Parties agree no background check is 100% accurate. Agency will perform pre-Work drug screens as determined by Client and detailed in the Service Investment. Each Talent's background check is valid for 6 months and drug tests for 3 months from the date first administered.
4. It is Talent's common law employer with the right to hire, fire and discipline Talent.
5. To assume full responsibility for paying Talent's wages, withholding and paying payroll taxes, making unemployment contributions, and managing Talent's claims for unemployment and workers' compensation.
6. To comply with the Affordable Health Care Act by offering minimum essential coverage to all eligible Talent.
7. To maintain general liability, crime, SUI, FUI and workers' compensation insurance for this Agreement's obligations.
8. To invoice Client weekly.
9. To comply with OSHA, EEO, EPA, ADA and all other applicable federal and state laws and regulations. **Agency is an equal opportunity employer, refers all candidates based on qualifications, and complies with all federal state and local employment laws.**
10. To report promptly to Client all known Talent injuries sustained at Client's worksite.
11. **Guarantee:** If Client advises Agency it is dissatisfied with a Talent's performance during their initial 8 hours on assignment, Agency will replace said Talent and not bill the Talent's worked hours.

Client agrees:

1. To supervise and provide Talent a safe workplace, orientation and training specific to Client's worksite and applicable duties and to comply with OSHA, EEO, EPA, ADA and all applicable federal and state laws and regulations.
2. Except for claims covered by Agency's workers' compensation insurance, to accept full responsibility for bodily injury, property damage, fire, collision, or public liability damage claims, caused by Talent's actions under Client supervision.
3. To notify Agency immediately of all Talent work-related injuries/illnesses, regardless of severity, and permit Agency to arrange medical care for the injured or ill Talent, to assist Agency in reporting injuries/illness to Agency's carriers, and to permit Agency to conduct accident investigations.
4. To never allow Talent to be the final decision maker regarding any Work and to be responsible for all Work performed or created. If Client allows Talent to (a) make financial decisions, certify financial statements, or access cash, checks, credit cards, or financial accounts; (b) handle valuable property, assets, or data, including personal identifiable information; (c) work unsupervised or operate industrial machinery; (d) access locked or secured physical premises or data systems; or, (e) travel or to work from home/remotely ((a)-(e) collectively, "Restricted Services"), then, Client agrees to release, not seek recovery from, hold harmless, defend and indemnify Agency, its officers, directors, and employees from claims, losses, damages, expenses, litigation costs, and all other liabilities arising out of, relating to or in connection with the Talent's performance of Restricted Services, including damages from theft or loss.
5. Parties have agreed for Talent to operate motor vehicles, including powered industrial trucks such as forklifts ("Vehicles"), therefore, Client shall name Agency as an additional insured on Client's insurance policies, waive any rights of subrogation against Agency or parents, affiliates, or subsidiaries, and deliver a certificate of insurance to Agency. Client further agrees to release, not seek recovery from, hold harmless, defend and indemnify Agency, its officers, directors, and employees from claims, losses, damages, expenses, litigation costs, and all other liabilities arising out of, relating to or in connection with the Talent's Vehicles operations except to the extent such claims are covered by Agency's Workers Compensation Insurance.
6. If Client wishes Agency to hire and assign to Client an individual of Client's sole choosing ("Client-Referred employee"), Agency will not be responsible for pre-employment screening and does not guarantee abilities or job performance. Client will indemnify Agency for any damages arising out of the hiring and placement of Client-Referred employees. All Client-Referred employees must meet Agency's hiring criteria.
7. If any government-mandated payroll tax (FICA), unemployment taxes (FUTA, SUTA, SUI, FUI), insurance premium, the Patient Protection and Affordable Care Act, sales tax, use tax, or other similar, external expense, including a Client's policy, is increased or newly introduced after the parties set the Bill Rates for Talent's services, to add the additional cost of these items plus the applicable markup to Client's Bill Rates. Any hours paid to Talent for mandatory sick pay, leave or other similar requirements of



TEMPORARY STAFFING SERVICE AGREEMENT

- federal, state, or local legislation, including any sick leave mandates or health mandates ("Requirements"), whether Requirements exist at the time this Agreement is signed or are passed after this Agreement is in effect, will be invoiced to Client at the regular markup/rate for such Talent and Client shall pay such invoices.
8. To verify at the end of each workweek all hours Talent worked by using: a) an automated timekeeping system which allows Client to feed time information to Agency electronically; b) entry and approval via Agency's Employee Workplace e-Time entry; or c) Agency's InView timeclocks. **If Client does not use these systems, it will pay an administrative fee of 0.5% on the mark-up.** For manual timekeeping, Client will confirm all Talent time by signing timesheets or through confirming fax or email to Agency. Client's verification indicates its approval and acceptance of assignment's terms and conditions including hours worked as shown by timesheets or software. Client may not use any clock or device that collects biometric data. If it does so, Client agrees to indemnify and hold Agency harmless from any claims arising from the use of such clocks or devices.
 9. Client shall pay Agency for Talent hours worked in excess of 40 hours per week and, any hours otherwise deemed to be overtime by state law, at 1.5 times the hourly Bill Rate for such Talent.
 10. To end an assignment by notifying Agency a minimum of two hours prior to Talent's scheduled arrival at assignment or to pay two (2) hours' (or more, if required by law) time.
 11. Payment is due on receipt of invoice. Sales tax will be charged as state or local law(s) requires. Pricing is based on payment by ACH, electronic funds transfer, and/or check. If payment method changes, e.g., Vendor Management System, Client will cover Agency's increased cost. Any sums unpaid after 30 days bear interest at the lesser of 1½ % per month or the maximum legal rate. If Agency brings any action arising from Client's breach of this Agreement, Client owes Agency interest and Agency's costs, including reasonable attorneys' fees and court costs.
 12. To notify Agency of claims of Talent's dishonesty or misconduct within five (5) days after occurrence's discovery and to cooperate fully in related investigations and prosecutions. Failure to report within the timeframe is a waiver of claims.
 13. To notify Agency prior to the assignment's start if Talent will be performing services under a government contract and provide prevailing wage and all other pay differential information.
 14. Unless the Agency Guarantee applies, Client will pay for 4 hours if Talent Works an assignment for less than 4 hours.
 15. All Talent are Agency's employees. If Client hires Talent or a candidate within 180 days of Agency identifying Talent to Client, without said Talent or candidate having worked a Client assignment, Client will pay Agency a direct hire fee of 1% per thousand of the hired Talent's/candidate's annual salary. Client shall not directly or indirectly hire or utilize (e.g., as a consultant, contractor, through another staffing firm) any Talent during their assignment and for a period of 180 days thereafter or Client will 1) pay Agency \$3,000.00 per Talent hired by another firm or company and utilized by Client and 2) pay Agency the conversion fee identified in the Service Investment for Talent Client hired.
 16. To pay fees herein to hire Talent directly who have worked less than 320 hours through Agency on Client assignment. Agency will not assess Client a fee for Talent Client hires directly after working 320 hours through Agency for Client.

Additional terms:

This Agreement contains the parties' entire agreement. The term of this Agreement will begin as of the date stated below and will continue for a period of one year. Thereafter, this Agreement will renew annually for one-year terms unless either party gives the other written notification of termination, thirty (30) days in advance of the renewal date. Only an amendment signed by both parties will modify this Agreement. No failure by either party to enforce any provision of this Agreement constitutes a waiver.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The laws of the state where the services are provided shall govern this Agreement. The wording of this Agreement is deemed to have been drafted by all parties to the Agreement.

Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. There is no requirement for original signatures in this Agreement or any amendment or waiver to this Agreement; electronic signatures and/or electronic copies, including by facsimile or PDF are sufficient.



TEMPORARY STAFFING SERVICE AGREEMENT

Service Investment - The City of Bentonville (Client Name)

All pricing is confidential and proprietary to Agency. Client agrees not to disclose pricing information to any third party.

Job Category Information

Background screening is required and at no additional cost to Client.

Package 30: 2-County Background Check - Benton & Washington Counties

Approval -Felony Convictions: The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

Drug screening is required and at no additional cost to Client.

5 Panel (with THC): Oral Swab or Rapid Urine (inconclusive result require secondary lab screen)

Job Category 1 Name: Manufacturing/Light Industrial

Job Category 1 Mark Up: 30.00%

Job Category 1 Overtime Mark Up: 28.00%

Job Category 1 Location: Bentonville, AR

EEOC guidance mandates background screening requirements be job-related and consistent with business necessity. In accordance with these guidelines, Client has identified each job class that requires a background screen along with the background screening requirements.

- All positions not listed above will be quoted on an individual basis.
- Client has the option to hire employees onto their payroll before 320 hours are complete for a calculated buyout fee equal to the difference between the bill rate and the pay rate for Talent multiplied by the difference between 320 hours and the total hours worked by said Talent on assignment to Client through Agency.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT D

Summary of Method of Award/Work for Reference



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Summary of Method of Award/Work

Awarded Agency: Snelling Staffing

Awarded Agency Rank in RFQ-24-11 Evaluation: Third Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-24-11:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1.

The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT WITH STAFFMARK GROUP, FOR
TEMPORARY STAFFING SERVICES, AVAILABLE FOR USE BY ANY
CITY DEPARTMENT; AND FOR OTHER PURPOSES.**

WHEREAS, the City issued a Request for Qualifications (RFQ-24-11) with the intent to award a contract for temporary staffing service to three firms to help meet the City's needs for temporary employment needs;

WHEREAS, this contract with Staffmark Group will be for one year, renewable annually for a maximum term of three years;

WHEREAS, these staffing services will be available for use by any City Department;
and

WHEREAS, this is a budgeted expense.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BENTONVILLE, ARKANSAS:**

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Staffmark Group, for temporary staffing services, available for use by any City Department;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo

To: Mayor Stephanie Orman and City Council

From: Dennis Hayes, IT Director

cc: Patrick Johndrow, Finance Director; Bonnie Bridges, Staff Attorney; Kelsi Frederick, Purchasing Manager.

Date: 3/28/2024

Re: Resolution to enter Into an agreement with Heartland Business Systems for renewal of Cyber Security Services

Attached is the service agreement from Heartland Business Systems who partners with Artic Wolf to provide managed cyber security monitoring detection and response. This service is part of the IT Department's initiative to protect our assets and data from cybersecurity threats.

Services provided in three main categories for 2024 Agreement:

- Managed Detection and Response (Real time monitoring of city network for cyber threats).
- Managed Risk (Network scans to find potential issues and vulnerabilities).
- Professional services for creating documentation and processes for cyber security.

This is our third year of use and we are finding the services excellent and a huge benefit to the city.

Respectfully,

Dennis Hayes

IT Director

City of Bentonville

Arctic Wolf Renewal Due 6/12/24

Quote #334391 v1

Prepared For:

Bentonville, City of
 Dennis Hayes
 1000 SW 14th Street
 Bentonville, AR 72712

 P: (479) 271-3127
 E: dhayes@bentonvillear.com

Prepared By:

Fayetteville, AR Office
 Jennifer Bricker
 3775 N Mall Ave Suite 4
 Fayetteville, AR 72703

 P: 4793326945
 E: jbricker@hbs.net

Date Issued:

03.15.2024

Expires:

04.11.2024

Arctic Wolf / MSPP / Annual / 12 Months / 6/13/24-6/12/25	Price	Qty	Ext. Price
Managed Detection & Response User Licenses	\$98.89	750	\$74,167.50
Managed Detection & Response Server Licenses	\$93.54	200	\$18,708.00
Managed Detection & Response Application Server Licenses	\$300.19	20	\$6,003.80
90 Day Log Retention	\$0.01	970	\$9.70
Managed Detection & Response Office 365 User Licenses	\$11.26	750	\$8,445.00
MDR 30 Day Log Search	\$7.20	970	\$6,984.00
200 Series Sensors	\$1,507.05	2	\$3,014.10
Arctic Wolf Platform Access Licenses	\$0.01	970	\$9.70
Managed Risk User Licenses	\$46.77	750	\$35,077.50
Managed Risk Server Licenses	\$46.77	200	\$9,354.00
Subtotal			\$161,773.30

HBS Cybersecurity vCISO Services	Price	Qty	Ext. Price
Cybersecurity vCISO Professional Services	\$325.00	48	\$15,600.00
Subtotal			\$15,600.00

Subscription Terms

The subscription pricing and agreement is for a full 12-month period. Customer agrees to pay the full amount for the subscription and support services for the first full 12-month annual term upfront. No refunds will be given for a partial period unless terminated by Customer in accordance with the Termination section herein, in which case Customer shall receive a pro rata refund of any amounts prepaid for the remainder of the term. This is a recurring subscription, and the agreement will automatically renew at the end of the 12-month period. Heartland shall have the right to adjust the pricing for this Agreement on an annual basis, effective on or about each anniversary date of this Agreement. Either party may cancel the subscription by notifying the other party in writing at least 70 days prior to the beginning of the renewal period.

*The Net Total price for each item in the attached quote will increase by 8.0% on (i) the annual anniversary of the Quote Effective Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

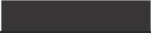
Service Operations Warranty Qualification: This order qualifies for the Arctic Wolf Service Warranty. Upon finalization of this Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party service provider, Cysurance. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY AND RECEIVE AN ENROLLMENT CONFIRMATION EMAIL TO BE ELIGIBLE FOR THE SERVICE WARRANTY. Execution or acceptance of this Order Form DOES NOT constitute enrollment in the Service Warranty. If this is a renewal Order Form that qualifies for the Service Warranty,

Customer's initial enrollment in the Service Warranty will continue. The Subscriber Terms can be found at <https://arcticwolf.com/terms/subscriber-terms/>

Hardware	Price	Qty	Ext. Price
TIPS Contract #220105			

Quote Summary	Amount
Arctic Wolf / MSPP / Annual / 12 Months / 6/13/24-6/12/25	\$161,773.30
HBS Cybersecurity vCISO Services	\$15,600.00
Total:	\$177,373.30

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT:2023.v3.0

Acceptance			
Fayetteville, AR Office		Bentonville, City of	
			
Signature / Name		Signature / Name	Initials
03/15/2024			
Date		Date	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, LLC, FOR CYBER SECURITY SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND THIRTY CENTS (\$177,373.30); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Information Technology Department requests to enter into an agreement with Heartland Business Systems, LLC for Cyber Security Services through The Interlocal Purchasing System (TIPS) contract #220105;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Heartland Business Systems, LLC for the purchase of Cyber Security Services, in an amount not to exceed one hundred seventy-seven thousand three hundred seventy-three dollars and thirty cents (\$177,373.30);

Section 2: Due to this purchase being procured under TIPS contract which is allowable by State law and the City's Purchasing Policy, the requirements of competitive bidding do not apply;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



Memo

To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: March 27, 2024
Re: Resolution to award bid to River City Hydraulics Inc. through participation in the Sourcewell Cooperative Contract, Contract Number 093021-EXP to purchase MADVAC LS175 Sub Compact Sweeper in the amount of \$141,550.24 plus applicable taxes.

Resolution to award bid to River City Hydraulics Inc. through participation in the Sourcewell Cooperative Contract, Contract Number 093021-EXP to purchase MADVAC LS175 Sub Compact Sweeper in the amount of \$141,550.24 plus applicable taxes. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of Co-Op Contract Number 093021-EXP, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a budgeted item in the 2024 Budget.

Bentonville Parks and Recreation Maintenance is adding the LS175 sub- compact Street sweeper to our existing equipment fleet to provide numerous benefits to our community, enhancing the cleanliness and aesthetic appeal of our downtown promenade, pedestrian walking paths, bike lanes, parking garages and public spaces.

The LS175 subcompact street sweeper is specifically designed to navigate tight spaces and efficiently clean areas that larger sweepers cannot reach. Its compact size allows for thorough cleaning of narrow pathways, sidewalks, and other confined areas, ensuring that every corner of our downtown promenade, parks, and trail system is kept clean and presentable.

The LS175 is the primary piece of equipment used for cleaning and maintaining the City's 30-mile section of Razorback Greenway including 11 tunnels, downtown promenade, and lower parking garage, among other duties.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.



River City Hydraulics, Inc.
PO Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/27/2024	19186

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 401 NE Moberly Lane Bentonville, AR 72712

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
Options	MADVAC LS175 Sub-Compact Sweeper			141,550.24	141,550.24T
Options	58.5 HP Tier4 Hatz Engine			0.00	0.00T
	Heating & air conditioning				
	Rear-view camera - color monitor				
	Gutter broom speed and down pressure in -cab control				
	Audible engine warning system				
	Emergency stop button				
	Fully street legal lighting package including SMV emblem				
	Cartridge filtration system - overall machine height 88"				
	Stowed retractable wander hose 4"x15' slinky				
	Pressure washer gun 1800 psi with 20' hose				
	Electric windshield defrost				
	Heated mirrors				
	Radio, CD, MP3 player system				
	Fire Extinguisher 2.2 lb				
	Tire flatproofing - liquid sealant (all wheels)				
	1 year (1000 hours) limited parts & labor warranty				
	N/C				
	Madvac Sourcewell # 093021-EXP				
	City of Bentonville Sourcewell # 93163				
	Freight Included in Price				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print



River City Hydraulics, Inc.
PO Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/27/2024	19186

Name / Address
City of Bentonville 1000 SW 14th Street Bentonville, AR 72712

Ship To
City of Bentonville 401 NE Moberly Lane Bentonville, AR 72712

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	3-4 Month Delivery				
All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery. Signature _____ Date _____ Print _____				Subtotal \$141,550.24	
				Sales Tax (0.0%) \$0.00	
				Total \$141,550.24	

All payments made by credit card will be assessed a 4% processing fee. Overdue invoices will be subject to a monthly finance charge of 3%.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH RIVER CITY HYDRAULICS INC., FOR THE PURCHASE OF A SUB COMPACT SWEEPER, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS AND TWENTY-FOUR CENTS (\$144,550.24), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests to enter into an agreement with River City Hydraulics Inc. to purchase a MADVAC LS175 Sub Compact Sweeper;

WHEREAS, this purchase is through participation in the Sourcewell Cooperative purchasing contract, 093021-EXP, for one hundred forty-four thousand five hundred fifty dollars and twenty-four cents (\$144,550.24), plus applicable taxes;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with River City Hydraulics, Inc. for the purchase of a MADVAC LS175 Sub Compact Sweeper, in an amount not to exceed one hundred forty-four thousand five hundred fifty dollars and twenty-four cents (\$144,550.24), plus applicable taxes;

Section 2: Since this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue
Account Number (ORG-OBJECT)	Account Description	\$ Expense	\$ Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION ADJUSTING THE 2024 BUDGET TO APPROPRIATE
ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED
NINETY-SIX DOLLARS (\$167,796.00) OF THROUGH THE FENCE
MONIES, FROM GENERAL FUND RESERVE TO ACCOUNT #101650-
47390 – IMPROVEMENT OTHER THAN BUILDING/OTHER; AND FOR
OTHER PURPOSES.**

WHEREAS, the Bentonville Municipal Airport received revenue from a Through the Fence agreement in February, 2022; and

WHEREAS, the remainder of these funds need to be appropriated into the correct Airport account.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BENTONVILLE, ARKANSAS:**

Section 1: The 2024 Budget is adjusted to appropriate one hundred sixty-seven thousand seven hundred ninety-six dollars (\$167,796.00) of Through the Fence monies, from General Fund Reserves into Account #101650-47390 – Improvement Other than Building/Other;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? **YES** **NO** **ITEM HAS NO COST** **OTHER:** _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:

3/13/2024

Time of Bid Opening:

3:00 PM

IFB-24-16 RE-BID

Solicitation Title: Electric Material

Bidders:					AECI	Techline
Line Item	Quantity	Unit of Measure	BEUD Part #	Description	Unit Price	Unit Price
1	24	EA	1456	ELBOW DEADFRONT 750TR/XLP 15 KV 220MIL K655LRM-0380 YELLOW OR ORANGE LUG FOR 750 WIRE	\$228.00	\$152.77
2	30	EA	1465	ENCLOSURE 3-PH 15KV 14GA DURHAM #AMSPR32127-0 STEEL 200 AMP ENCLOSURE	\$807.00	\$805.70
3	30	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH	\$839.00	\$847.00
4	250	EA	1499	FAULT INDICATOR UNDERGRND LOAD TRKR LM #29-6114-0F8	\$235.00	\$238.90
5	100	EA	1524	FUSE CUTOUT 100AMP POLYMR -MPS #SC15-H-G-1-10-B-D90	\$132.00	\$176.14
6	400	EA	1567	FUSETRON FUSE HOLDER SHAWMUT FEB-21-21	NO BID	NO BID
7	200	EA	1716	PLUG STAND-OFF ELASTIMOLD #161SOP	\$72.00	\$69.30
8	264	EA	1889	STUD-MNT TRANS CONNECTOR CMC/BMC #NSSC350-6I 5/8-11 6-postion	\$33.96	\$23.97
9	630	EA	1154	CAP PROTECTIVE/INSULATED GROUND ELAST #167-DRG	\$36.00	\$48.67
10	450	EA	1449	ELBOW 1/0 15KV 220 MIL 162LRJS-B-5240 W/T.POINT INSL.DIA. 16.0-23.1	\$68.50	\$67.65
11	400	EA	2073	TRANS TANK GROUND CONNECT -ERICO #CC-207 6-1/0	\$9.80	\$9.56
12	2	EA	1922	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE# A090A20U	\$25,775.00	\$24,221.00

The City intends to award Line Items 5 and 9 to Techline due to the low bid (AECI) not meeting the City's specifications on those line items. The City's intent is to award all other line items to the low bidder for that line.

The City received a Bid Submission from Irby Utilities for IFB-24-16 Re-Bid. During Bid Evaluation, it was determined that Irby submitted the incorrect forms, resulting in rejection of the Bid Submission.

purchasing@bentonville.com - (479) 271-3115

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST/TECHLINE	UNIT COST/AECI	low total TL	low total AECI
1	24	EA	1456	ELBOW DEADFRONT 750TR/XLP 15 KV 220MIL K655LRM-0380 YELLOW OR ORANGE LUG FOR 750 WIRE	\$152.77	\$228.00	\$3,666.48	
2	30	EA	1465	ENCLOSURE 3-PH 15KV 14GA DURHAM #AMSPR32127-0 STEEL 200 AMP ENCLOSURE	\$805.70	\$807.00	\$24,171.00	
3	30	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36- 3PH	\$847.00	\$839.00		\$25,170.00
4	250	EA	1499	FAULT INDICATOR UNDERGRND LOAD TRKR LM #29-6114-OF8	\$238.90	\$235.00		\$58,750.00
5	100	EA	1524	FUSE CUTOFF 100AMP POLYMR -MPS #SC15-H-G-1-10-B-D90	\$176.14	\$132.00	\$17,614.00	
6	400	EA	1567	FUSETRON FUSE HOLDER SHAWMUT FEB- 21-21				
7	200	EA	1716	PLUG STAND-OFF ELASTIMOLD #161SOP	\$69.30	\$72.00	\$13,860.00	
8	264	EA	1889	STUD-MNT TRANS CONNECTOR CMC/BMC #NSSC350-6I 5/8-11 6-postion	\$23.97	\$33.96	\$6,328.08	
9	630	EA	1154	CAP PROTECTIVE/INSULATED GROUND ELAST #167-DRG	\$48.67	\$36.00	\$30,662.10	
10	450	EA	1449	ELBOW 1/0 15KV 220 MIL 162LRJS-B-5240 W/T.POINT INSL.DIA. 16.0-23.1	\$67.65	\$68.50	\$30,442.50	
11	400	EA	2073	TRANS TANK GROUND CONNECT -ERICO #CC-207 6-1/0	\$9.56	\$9.80	\$3,824.00	
12	2	EA	2	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE# A090A20U	\$24,221.0000	\$25,775.00	\$48,442.00	
							\$179,010.16	\$83,920.00

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-16, TO THE LOWEST RESPONSIVE BIDDERS, FOR ELECTRIC MATERIALS IN AN APPROXIMATE AMOUNT OF TWO HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED THIRTY DOLLARS AND SIXTEEN CENTS (\$262,930.16), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Techline and Arkansas Electric were the lowest responsive bidders for bid IFB-24-16;

WHEREAS, this agreement covers various electric materials per the unit prices and estimated quantities attached, plus applicable taxes; and

WHEREAS, this will be paid with budgeted funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Techline and Arkansas Electric, the lowest responsive bidders for electric materials;

Section 2: The estimated contract costs are two hundred sixty-two thousand nine hundred thirty dollars and sixteen cents (\$262,930.16), plus applicable taxes;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

CITY OF BENTONVILLE
BENTONVILLE, AR

STEEL POLES FOR SUBSTATION G – SUBSTATION I
IFB-24-01

BID RECOMMENDATION
BID DATE: 1:30 P.M., FEBRUARY 28, 2024

BIDDER

TOTAL BID PRICE

VALMONT INDUSTRIES, INC.

\$ 993,976.00

TRANSAMERICAN POWER PRODUCTS, INC.

INCOMPLETE BID - REJECTED

RECOMMENDATION

The proposal offered by VALMONT INDUSTRIES, INC. in the amount of \$993,976.00 is recommended for acceptance.



ngle@sabreindustries.com>

11, 2020 10:33 AM

tie Bland

7975 Arkansas Electric Cooperative - (

Mitchell (leem@fwtinc.com) <leem@

perative - clarifications

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	2/28/24	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-24-01
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Solicitation Title: Steel Poles for Substation G - Substation I

Bidders:					Valmont Industries, Inc.		
Line Item	Pole Quantity	Ht	Class	Frame Drawing	Unit Price	Extended Price	
Schedule 1: Standard Class (Pre-Engineered) Steel Poles							
1-1	2	90	H2	TPF-161G-UB-SC	\$10,905.00	\$21,810.00	
1-2	1	85	H2	TPF-TP-161G-2	\$11,952.00	\$11,952.00	
1-3	3	90	H2	TPF-TP-161G-2	\$10,776.00	\$32,328.00	
1-4	1	100	H2	TPF-TP-161G-2	\$10,158.00	\$10,158.00	
1-5	2	90	H3	TPF-TP-161G-2UB	\$11,470.00	\$22,940.00	
1-6	1	100	H7	TPF-TP-161G-2UB-S12	\$16,469.00	\$16,469.00	
1-7	1	90	H4	TPF-TP-161G-2UB-S14	\$12,245.00	\$12,245.00	
1-8	1	90	H2	TPF-TP-161G-2UB-S16	\$11,091.00	\$11,091.00	
1-9	1	90	H2	TPF-TP-161G-2UB-S17	\$10,849.00	\$10,849.00	
1-10	1	90	H2	TPF-TP-161G-2UB-S18	\$11,384.00	\$11,384.00	

1-11	1	95	H3	TPF-TP-161G-2UB-S52	\$12,085.00	\$12,085.00	
1-12	2	90	H2	TPF-TP-161G-UB	\$10,908.00	\$21,816.00	
1-13	3	90	H3	TPF-TP-161G-UB	\$11,531.00	\$34,593.00	
1-14	2	100	H2	TPF-TP-161G-UB-A	\$12,080.00	\$24,160.00	
1-15	1	100	H3	TPF-TP-161G-UB-A	\$12,733.00	\$12,733.00	
1-16	1	90	H3	TPF-TP-161G-UB-S20	\$11,470.00	\$11,470.00	
1-17	1	90	H4	TPF-TP-161G-UB-S21	\$12,245.00	\$12,245.00	
1-18	1	95	H5	TPF-TP-161G-UB-S23	\$13,979.00	\$13,979.00	
1-19	1	95	H4	TPF-TP-161G-UB-S24	\$13,100.00	\$13,100.00	
1-20	1	90	H2	TPF-TP-161G-UB-S30	\$10,847.00	\$10,847.00	
1-21	1	95	H2	TPF-TP-161G-UB-S31	\$11,422.00	\$11,422.00	
1-22	1	95	H2	TPF-TP-161G-UB-S33	\$11,421.00	\$11,421.00	
1-23	1	90	H2	TPF-TP-161G-UB-S34	\$10,908.00	\$10,908.00	
1-24	1	95	H2	TPF-TP-161G-UB-S37	\$11,361.00	\$11,361.00	
1-25	1	95	1	TPF-TP-161G-UB-S38A	\$10,442.00	\$10,442.00	
1-26	1	95	1	TPF-TP-161G-UB-S39	\$10,382.00	\$10,382.00	
1-27	1	100	H2	TPF-TP-161G-UB-S40	\$12,023.00	\$12,023.00	

1-28	1	105	H2	TPF-TP-161G-UB-S44	\$12,721.00	\$12,721.00	
1-29	1	105	H2	TPF-TP-161G-UB-S46	\$12,658.00	\$12,658.00	
1-30	1	110	H2	TPF-TP-161G-UB-S47	\$14,914.00	\$14,914.00	
1-31	2	95	1	TPF-TP-161G-UB-SD	\$10,383.00	\$20,766.00	
Schedule 2: Engineered Steel Structures							
2-1	1			TPF-SS4	\$31,346.00	\$31,346.00	
2-2	1			TPF-SS5	\$31,399.00	\$31,399.00	
2-3	1			TPF-SS7	\$37,650.00	\$37,650.00	
2-4	1			TPF-SS8	\$37,650.00	\$37,650.00	
2-5	1			TPF-SS11	\$63,840.00	\$63,840.00	
2-6	1			TPF-SS28	\$61,520.00	\$61,520.00	
2-7	1			TPF-SS32	\$61,279.00	\$61,279.00	
2-8	1			TPF-SS41	\$70,633.00	\$70,633.00	
2-9	1			TPF-SS45	\$73,131.00	\$73,131.00	
2-10	1			TPF-SS49	\$58,256.00	\$58,256.00	
Total Bid Price						\$993,976.00	
TAPP did submit a Bid however, the Bid Bond was not signed which was an automactic rejection of the Bid Submission.							
purchasing@bentonville.com - (479) 271-3115							

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-01 TO VALMONT INDUSTRIES, INC. FOR THE PURCHASE OF STEEL POLES, IN THE AMOUNT OF NINE HUNDRED NINETY-THREE THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$993,976.00) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Valmont Industries, Inc. is the lowest qualified bidders for bid IFB-24-01;

WHEREAS, this contract covers the purchase of steel poles for the transmission line connection between Substation “G” and Substation “I”; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Valmont Industries Inc. for the purchase of steel poles, in the amount of nine hundred ninety-three thousand nine hundred seventy-six dollars (\$993,976.00) plus applicable taxes;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK