

**Proposal Response for ETE0015 - Staffing  
Services for Professional Positions  
TECHNICAL PROPOSAL**

**Submitted to:**



**State of Wisconsin  
Department of Employee Trust Funds**

**Submitted by:**



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**Myrna L. Cooks, President  
Authorized Negotiator**

**Premier Staffing Source, Inc.**  
4640 Forbes Blvd., Suite 200A  
Lanham, MD 20706  
Phone: (301) 306-0774 Fax: (866) 723-1338

**Proposal Date: March 8, 2016**

This proposal contains confidential and proprietary trade secret and commercial and/or financial information and data that is protected from disclosure by law. It shall not be disclosed outside State of Wisconsin Department of Employee Trust Funds, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or as required by applicable law or regulation. If, however, a contract is awarded to Premier Staffing Source, Inc. as a result of or in connection with the submission of this data, State of Wisconsin Department of Employee Trust Funds shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract and required by applicable law or regulation. This restriction does not limit State of Wisconsin Department of Employee Trust Funds' right to use information contained in this proposal if it is obtained from another source without restriction. The data and information subject to this restriction are contained in each page of this proposal and in all spreadsheets, databases, and electronic information provided herewith.

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Tab 2

**APPENDIX A  
PROPOSER'S CHECKLIST**

**RFP ETE0015**

**Mandatory**

**This appendix must be completed with the proposal.**

- (v) **Front Cover** - Include at a minimum the following information:
  - Proposer's Business Name
  - Title:
    - Proposal Response for ETE0015 – Staffing Services for Professional Positions*
  - Proposal Date
- (v) **TAB 1** - Table of Contents. Provide a table of contents for the Proposal.
- (v) **TAB 2** - Complete & provide the following in the following order:
  - **CHECKLIST:** Complete the Proposer's Checklist provided as Appendix A to this RFP, and include it with your response.
  - **DOA 3261:** Complete and sign DOA 3261 (the first page in this RFP document) and include it with your response.
  - **TRANSMITTAL LETTER:** A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the proposer's official business stationery and signed by an official that is authorized to legally bind the proposer. Include in the letter:
    - Name, signature and title of Proposer's authorized representative.
    - Name and address of firm.
    - Telephone number, fax number, and e-mail address of representative.
    - Title and RFP number: "[RFP #] – [RFP Title]"
    - Executive Summary.
    - A statement that the proposal is a firm and irrevocable offer for six (6) months after the proposal due date.
  - **APPENDIX B:** Complete the mandatory requirements form (regarding items listed in 2.1).
  - **APPENDIX C:** Designation of Confidential & Proprietary Information (DOA-3027). Complete form and sign.
  - **APPENDIX D:** Standard Terms & Conditions (DOA-3054) & Supplemental Standard Terms and Conditions (DOA-3681). **Including this signifies the proposer agrees to these terms as stated unless assumptions and exceptions are spelled out in Tab 4.**
  - **APPENDIX E:** Vendor Information (DOA-3477) & Vendor References (DOA-3478). See 2.1.7 for requirements and terms related to references.

(v) **TAB 3 - Response to Sections 2.2 & 3**

Provide a point-by-point response to each and every statement in Sections 2.2 & responses where called for in Section 3. The response must follow the same numbering system, use the same headings, and address each point or sub-point. Proposers should re-state each requirement immediately preceding the response to that requirement and distinguish the requirement from the proposer's response clearly. For example, box off the requirement and leave the response without a box:

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**The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number.**

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*Response.*

Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your proposal being rejected.

(v) **TAB 4 – Assumptions & Exceptions**

All assumptions and exceptions must be included in this tab and will be scored. Scoring will be based on the assumption or exception's legal impact on ETF. Provide a succinct explanation for each item as well as a reference to the section of the proposal to which it relates. **Any assumption or exception made but not included in this Tab 4 will be invalid.** Exceptions to the Department's contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. **If exceptions to the standard terms and conditions are not presented in this section, the exception will not be discussed or considered during contract negotiations.** When documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state your assumption or exception to the term or condition with one of the following labels:

- "RFP Assumption"
- "RFP Exception"
- "Standard Terms & Conditions Exception"

(v) **SEALED COST PROPOSAL: Cost Proposal located in Appendix F. Failure to provide a sealed cost proposal using the exact form provided in Appendix F may result in your proposal**

**being disqualified and rejected. No mention of the cost proposal may be made in any other part of the response to this RFP.** There will be no price increases for the length of the contract, including contract renewals, except for negotiated adjustments to a particular candidate or worker's hourly rate. See 1.2.8 for details. **Any exception to this requirement must be stated on the cost proposal.** If the proposer proposes additional services beyond those described in this RFP, such services should be outlined and separately priced in the sealed cost proposal.

PROPOSER'S NAME:

DATE:

Premier Staffing Source, Inc.

March 4, 2016

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AUTHORIZED REPRESENTATIVE:

\_\_\_Myrna L. Cooks\_

State of Wisconsin  
 DOA-3261 (R08/2003)  
 s. 16.75, Wis. Statutes

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**

Department of Employee Trust Funds  
 P.O. Box 7931  
 Madison, WI 53707-7913

**REQUESTS FOR PROPOSAL  
 ETE0015 – Staffing Services for Professional Positions**

**THIS IS NOT AN ORDER**

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower left corner with due date and **Request for Proposal ETE0015**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due **MUST** date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposers should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals <b>MUST</b> be in this office no later than March 8, 2016, 2:00 PM CST	Public Opening <input type="checkbox"/> No Public Opening <input checked="" type="checkbox"/>
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Name (Contact for further information) Kristen Schipper	
Phone (608) 261-0737	Date February 9, 2016
Quote Price and Delivery FOB Madison, WI	

Description: Request for Proposals (RFP) for staffing services for professional positions to work at ETF. RFP ETE0015 amendments, questions and answers will be posted on the ETF website, <https://etfonline.wi.gov/etf/internet/RFP/rfp.html>, and will not be mailed.

Payment Terms: Net 30 days	Delivery Time: As required
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- We claim minority proposer preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified. If you have questions concerning the certification process, contact the Minority Business Certification Program, 101 E Wilson St, 6th Floor, Madison, WI 53707; Tel: (608) 267-9550; Fax: (608) 267-0600; [DOABDMBD@Wisconsin.gov](mailto:DOABDMBD@Wisconsin.gov). **Does Not Apply to Printing Bids.**
- We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.  
 Yes     No     Unknown

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the State in this Request for Proposal and all terms of our proposal.

Name of Authorized Firm Representative (Type or Print) Myrna L. Cooks	Title President/CEO	Phone ( 301 ) 306-0774
		Fax ( 866 ) 723-1338

Signature of Above	Date 3-4-16	Federal Employer Identification No. 20-0534569	Social Security No. if Sole Proprietor (Voluntary)
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..... Premier Staffing Source, Inc.  
4640 Forbes Blvd., Suite 200A, Lanham, MD 20706  
301-306-0774  
Fax: 301-306-0775  
Web Address: [www.premierstaffingsource.com](http://www.premierstaffingsource.com)

March 3, 2016

Kristen Schipper  
Department of Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53707-7913

Re: Request for Proposals ETE0015 – Staffing Services for Professional Positions

Dear Ms. Schipper:

Premier Staffing Source, Inc. (PSS, Inc.) is pleased to present its solution for the Wisconsin Department of Employee Trust Funds' (ETF) need for staffing services for professional position a under the above-referenced RFP. Under its proposal, PSS, Inc. offers solutions for all the required services listed under the RFP.

PSS, Inc. is a subsidiary of IMRG, Inc., a minority, woman-owned firm. PSS, Inc. specializes in the placement of professionals to federal, state, and local government as well as private companies and educational institutions. The company has a 14-year track record of providing similar services and is pleased to offer its solution under the attached proposal. The company's goal under a contract with ETF is to provide effective staffing solutions which ensure the timely placement of qualified, pre-screened employees who meet the requirements of each task order.

The company's business philosophy center around total customer support. PSS, Inc. engages its professional workers as well as its internal support team in its business mission. The company's reward and recognition programs encourage workers to actively support the company's efforts to provide outstanding service to its customers. Workers are recognized and rewarded for their independent efforts toward customer support. Internally, PSS, Inc. uses performance metrics to ensure its supports teams exceed company and customer expectation for key performance areas. These areas include time-to-fill, problem resolution, and customer satisfaction, among others. To support its performance metrics, PSS, Inc. has invested in business analytics and recruitment and placement applications to support its customer support teams. Also, PSS, Inc. has developed a comprehensive approach based on the Balanced Scorecard that promotes buy-in from each area of the company.

PSS, Inc.'s approach to ensuring quality service is to assign a dedicated customer support team (CST) lead by a seasoned Project Manager. The Project Manager serves as PSS, Inc.'s single point of contact to ETF and represents PSS, Inc. on all contractual matters. This team is comprised of a dedicated recruiter and Account manager to work with the Lead Account Manager. PSS, Inc.'s approach includes identifying a dedicated pool of PSS, Inc. Associates for ETF. Eligible Associates selected for this exclusive pool have undergone all testing, screening and background checks to qualify.

With each contract award, PSS, Inc. develops a strategic approach to meeting contract requirements which include a staffing plan, quality assurance plan, customer service plan, and contract oversight plan. PSS, Inc. is fully equipped with industry tools and applications to support these plans. These applications include task order management, personnel management, and relationship management applications. The result of PSS, Inc.'s approach and supporting applications is a 98% job fill rate and a 99% retention of assigned personnel on each task order.

PSS, Inc. welcomes the opportunity to support ETF under this effort. The company's goal under this effort is to implement a service solution which allows end users the ability to conduct business with a dedicated service manager, place orders electronically, and have access to routine reports and invoicing on short notice. PSS, Inc.'s solution allows ETF continued focus on critical initiatives with the support of qualified and experienced temporary personnel. With each new customer and contract award, the company's goal is to positively impact its customer and the surrounding community. PSS, Inc. is a socially and ethically responsible company, proud of its social initiatives and efforts to give back to the communities in which it resides.

Myrna Cooks, President and CEO, is the only individual authorized to negotiate services and costs with ETF. I may be reached at 301-306-0774, fax number 1-866-723-1338 or email [mcooks@premierstaffingsource.com](mailto:mcooks@premierstaffingsource.com). This proposal is a firm and irrevocable offer for six (6) months after the proposal due date.

Sincerely,

Myrna Cooks  
President/CEO

**APPENDIX B  
MANDATORY REQUIREMENTS**

**RFP ETE0015**

**This appendix must be completed with the proposal.**

<b>MANDATORY CERTIFICATIONS &amp; REQUIREMENTS</b>	<b>Check One</b>	
<p><i>The following requirements are mandatory and must be met by any proposer. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. <u>A response</u> to each item via Appendix B <u>is</u> a mandatory requirement. If you cannot agree to each item listed, you must so specify along with the reason in Proposal Tab 4 – Assumptions and Exceptions – of your proposal response.</i></p>	<b>Agree</b>	<b>Disagree – Assumption or Exception listed in Tab 4</b>
The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.	X	
The firm adhered to the instructions in this RFP on preparing and submitting the proposal.	X	
The firm has not been suspended or debarred from performing government work.	X	
The firm has not been the subject of any disciplinary action or inquiry by any regulatory authority during the past five (5) calendar years. This includes the business as a whole, but also any individuals associated with it, including hired staff, contractors, and individuals the business would refer to ETF to staff ETF's positions.	X	
The firm has not been in bankruptcy and/or receivership within the last five calendar years.	X	
During the past five years, the firm has not been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct.	X	
Using the Reference Sheet in Appendix E, the firm provided at least three references. To fulfill this mandatory requirement, the references must also be responsive to ETF's inquiries. Proposers may be scored lower or disqualified from further scoring if references do not respond to ETF's requests for information about the proposer. It is the responsibility of the proposer to ensure reference names, addresses, telephone numbers, and e-mail addresses are current. Each reference must identify the entity for which the proposer provided similar services. References must be able to confirm the proposer has been in the business of providing staffing services for a minimum of three (3) years. At least one (1) reference from a government entity is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of	X	

<p>work performed and personnel assigned to the project. The results of any references will be used in scoring proposals. For each experience, the proposer must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.</p> <p>The proposer must provide details of their experience providing professional services to the reference.</p> <p>ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal.</p>		
<p>The Proposer agrees to the terms in ETF's Business Associate Agreement in Appendix G.</p>	X	
<p>Replacement of personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications.</p>	X	
<p>Any of the contractor's staff that ETF deems unacceptable, whether working on-site at ETF, at the contractor's site, or elsewhere, shall be promptly and without delay removed by the contractor and replaced by the contractor with another employee possessing acceptable experience and skills. ETF is not responsible for performance evaluation for contractor's staff, but contractor must have a policy in place to provide annual performance evaluations for all of contractor's staff working at ETF on-site. The policy must include gathering feedback from ETF about contractor's staff working on-site at ETF.</p>	X	
<p>ETF shall have the right to conduct separate interviews of proposed replacements for personnel and review resumes and references. ETF shall have the right to approve, in writing, the replacement of personnel. This includes the personnel supporting ETF's account at the contractor's location or elsewhere and staff provided to work on-site at ETF.</p>	X	
<p>Should any of the contractor's personnel leave before they complete required duties or the engagement end-date, contractor will provide a written notice ten (10) working days in advance to ETF. Contractor will also provide ETF the first three (3) weeks of service at no cost so that ETF can train the replacement for any engagement originally planned to be six (6) months or longer. ETF will indicate to the contractor the number of free weeks up to three (3) that ETF requires on ETF's purchase order for the replacement staff.</p>		
<p>Each lead account manager must have the authority to make binding managerial and operational decisions.</p>	X	

<p>Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with photo ID like a passport or driver's license for any of the contractor's staff working at ETF on-site. Contractor must furnish a passport and/or driver's license for a candidate as soon as ETF declares an intent to fill the position with that candidate. A photocopy may stand in until the candidate is able to present these security credentials to ETF in person.</p>	<p>X</p>	
<p>Contractor's personnel must reasonably cooperate with ETF's other contractors and not commit any act that interferes with the performance of work or provision of services by any other ETF contractor.</p>	<p>X</p>	
<p>The contractor's personnel must not take any action, or make any omission, that implies or causes others to reasonably infer they are ETF's agent or employee in any matter or in any way not expressly authorized by ETF.</p>	<p>X</p>	
<p>The contractor's personnel are responsible to travel to and from ETF. Cost of any travel required and approved by ETF outside of ETF's main location(s) will be borne by ETF. Approved expenses will be paid at current State of Wisconsin rates. All receipts must be provided for all transactions of any dollar amount. If parking is available and provided at an ETF work-site, contractors must pay for their worker to park through a hold-back from what the contractor would otherwise bill for the worker. However, there should be no parking hold-back if parking is not currently available.</p>	<p>X</p>	
<p>Contractor's personnel must comply with all rules and regulations of each ETF work site. Contractor's staff must acknowledge in writing on an ETF form that they have read all applicable rules and agree to comply. Contractor's personnel must also sign the confidentiality agreement in Appendix H.</p>	<p>X</p>	
<p>Contractor's personnel must perform the tasks and deliver the products identified in ETF's Position Request.</p>	<p>X</p>	
<p>Contractor must deliver and assign qualified candidates to work at ETF.</p>	<p>X</p>	
<p>Contractor must provide a candidate free-of-charge to correct any prior candidates' errors in work product for a period of twelve (12) months after ETF pays for the work. Such corrections must commence within forty-eight (48) hours after ETF gives the contractor written notice of an error, and continue until ETF confirms the error is corrected. If ETF has not paid for the work when ETF discovers the error, ETF may withhold payment for outstanding invoices until the</p>	<p>X</p>	

<p>errors are corrected or dispute the invoice and not pay rather than seek free services to correct the error.</p>		
<p>Contractor must agree not to allow a candidate to start work at ETF without a signed purchase order from ETF that refers to that candidate and their rate of pay.</p>	<p>X</p>	
<p>The contractor agrees to respond to any Position Request with bill rates at or below the Maximum Bill Rate the contractor provided on the Cost Proposal (Appendix F) for the Position. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate. All hours, including over-time, shall be billed at one rate that is at or below the Maximum Bill Rate provided on the Cost Proposal (Appendix F) for the Position.</p> <p>ETF reserves the right to negotiate hourly rate increases for particular candidates and workers, but the increases will not exceed the Maximum Bill Rate. If new skills and duties are added to a Position, the Maximum Bill Rate provided on the Cost Proposal for that Position still applies. ETF reserves the right to add new skills and duties to any Position and Position Request rather than use the <i>Other Positions as Needed</i> Maximum Bill Rate(s).</p> <p>ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position, or into the <i>Other Positions as Needed</i> Category. For example, a move from Accountant-Entry to Accountant-Advanced, may effectively provide an increase in the hourly rate. But the Maximum Bill Rate on the Cost Proposal for the Accountant-Advanced is the ceiling for any such adjustments. ETF could also move the candidate or worker into <i>Other Positions as Needed</i> and apply the Entry, Intermediate, or Advanced Maximum Bill Rate(s). The same logic applies for all Positions and Categories.</p>	<p>X</p>	
<p>Contractor shall be required to provide the individual’s pay rate as well as the mark-up percentage that the contractor adds to the pay rate at ETF’s request. The pay rate and mark-up percentage is confidential information and would not be shared in any open records request. However, any information on the Cost Proposal (Appendix F) is not confidential and is subject to an open records request.</p>	<p>X</p>	
<p>If the contractor’s staff located at ETF requests additional training other than training that ETF requires, or additional training is required due to absences or low performance, contractor must bear the training cost. Contractor may <b>not</b> charge an hourly rate for that worker during this training. On a case-by-</p>	<p>X</p>	

case basis, ETF may pay the total cost of training and/or contractor may charge the hourly rate, with ETF's prior written approval.



**APPENDIX C**  
**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

**RFP ETE0015**

**Mandatory**

**This appendix must be completed with the proposal.**

**The proposer must supply two (2) electronic copies with all confidential material redacted on two (2) flash drives and marked as “Redacted for Confidentiality.” The flash drives must be labeled on the outside with the proposer’s name.**

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # ETE0015 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
Section 2.2, Item 4,	Page #21	Experience and qualifications of administrative staff _____
Section 2.2, Item 5,	Page #21	Information regarding how staffing company selects personnel _____
Section 2.2, Item 6,	Page #21	Description of how worker turnover would be handled _____
Section 2.2, Item 7,	Page #21	Understanding of job descriptions _____
Section 2.2, Item 9,	Page #22	Relationship between staffing Section 3 positions and other contracts _____
Section 2.2, Item 10,	Page 22	Description of any terminated or canceled contracts _____
Section 2.2, Item 11,	Page 22	Description of quality control measures _____
Section 2.2, Item 12,	Page 22	Description of how organization will protect confidentiality, secure data _____
Section 2.2, Item 13,	Page 22	Listing of performance measures and specification how measures derived _____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Firm Name Premier Staffing Source, Inc. \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative Myrna L. Cooks \_\_\_\_\_  
Type or Print

Date 3-3-16 \_\_\_\_\_

This document can be made available in accessible formats to qualified individuals with disabilities.

**APPENDIX D  
STANDARD TERMS AND CONDITIONS**

**RFP ETE0015**

**Standard Terms and Conditions and Supplemental Standard Terms and Conditions for Procurements for Services**

**Proposer agrees to the Terms and Conditions as stated in this Appendix D.**

**Exceptions must be addressed in the Proposal  
Tab 4 - Assumptions and Exceptions**

## Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration  
Chs. 16, 19, 51  
DOA-3054 (R10/2005)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Proposers/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The State reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
  - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
  - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive proposer unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting State agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting State agency.

- 19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting State agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 **WARRANTY:** Unless otherwise specifically stated by the Proposer, equipment purchased as a result of this request shall be warranted against defects by the Proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 **INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3 The State reserves the right to require higher or lower limits where warranted.
- 24.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the State to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Proposers/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family

owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the Wisconsin Government Accountability Board, P.O. Box 7984, Madison, WI 53707-7984; by fax, to 608-267-0500; or by e-mail to gab@wi.gov.

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Proposers are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any State official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful Proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful Proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**SUPPLEMENTAL STANDARD TERMS AND CONDITIONS  
For PROCUREMENTS FOR SERVICES**

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the Proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and
  - 2.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
  - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)  
He/she is not the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
  - 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a State contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the State.
  - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the State.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State and local ordinances. The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The contractor agrees to take such steps as may be

necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

**APPENDIX E**  
**VENDOR INFORMATION AND REFERENCES**

**RFP ETE0015**

**Mandatory**

**This appendix must be completed with the proposal.**

**STATE OF WISCONSIN**

**DOA-3477 (R05/98)VENDOR INFORMATION**

1. BIDDING / PROPOSING FIRM NAME Premier Staffing Source, Inc.  
FEIN 20-0534569  
Phone ( 301 )306-0774 Toll Free Phone ( 877 )660-4674  
FAX ( 866 )723-1338 E-mail Address mcooks@premierstaffing  
source.com  
Address 4640 Forbes Boulevard, Suite 200A  
City Lanham State MD Zip + 4 20706-4323
  
2. Name the person to contact for questions concerning this bid / proposal.  
Name Myrna L. Cooks Title President/CEO  
Phone ( 301 )306-0774 Toll Free Phone ( 877 )660-4674  
FAX ( 866 )723-1338 E-mail Address mcooks@premierstaff-  
ingsource.com  
Address 4640 Forbes Boulevard, Suite 200A  
City Lanham State MD Zip + 4 20706-4323
  
3. Any vendor awarded over \$50,000 on this contract must submit affirmative action information to the de-  
partment. Please name the Personnel / Human Resource and Development or other person responsible for  
affirmative action in the firm to contact about this plan.  
Name Elizabeth Harris Title Vice President  
Phone ( 301 )306-0774 Toll Free Phone ( 877 )660-4674  
FAX ( 866 )854-6359 E-mail Address eharris@premierstaffing-  
source.com  
Address 4640 Forbes Boulevard Suite 200A  
City Lanham State MD Zip + 4 20706-4323

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name	<u>Myrna L. Cooks</u>	Title	<u>President/CEO</u>
Phone	<u>( 301 )306-0774</u>	Toll Free Phone	<u>( 877 )660-4674</u>
FAX	<u>( 866 )723-1338</u>	E-mail Address	<u>mcooks@premierstaffing-source.com</u>
Address	<u>4640 Forbes Boulevard, Suite 200A</u>		
City	<u>Lanham</u>	State	<u>MD</u>
		Zip + 4	<u>20706-4323</u>

5. CEO / President Name Myrna L. Cooks

*This document can be made available in accessible formats to qualified individuals with disabilities.*

**VENDOR REFERENCE**

FOR VENDOR: Premier Staffing Source, Inc.

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Firm Name University of Illinois at Chicago

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Address (include Zip + 4) 715 S. Wood MC 8620Room 109, Chicago, IL 60612

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Contact Person Shannon McGinnis Phone No. 312-996-8514

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Product(s) and/or Service(s) Used Temporary Staffing Support and Payrolling, 12/1/08 – 6/30/16  
PSS, Inc. provides the following staff: accounting, medical, information technology and administrative

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Firm Name State of Delaware - Delaware Emergency Management Agency

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Address (include Zip + 4) 165 Brick Store Landing Road, Smyrna, DE 19977

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Contact Person Edward Lee Phone No. 302-659-2219

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Product(s) and/or Service(s) Used Temporary Employment Service, 10/1/12 – 6/30/16  
PSS, Inc. provides financial, administrative, legal, food service and human resources staff and support.

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Firm Name Metropolitan Washington Airports Authority

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Address (include Zip + 4) 1 Aviation Circle, Suite 154, Washington, DC 20001

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Contact Person Cedric Kinlow Phone No 703-417-8675

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Product(s) and/or Service(s) Used Temporary Audit/Accounting Services, 8/1/06-6/30/16  
PSS, Inc. provides temporary professional accounting service to the Authority on an as-needed basis to supplement all levels of financial staff with auditing and accounting personnel.

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Firm Name County of Prince William

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Address (include Zip + 4) 1 County Complex Court, Prince William, VA 22192

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Contact Person William Cleis Phone No. 703-792-6776

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Product(s) and/or Service(s) Used Temporary Support Personnel  
July 1, 2010 – December 31, 2016  
Under this contract, PSS, Inc. provides Accounting Assistants, Human Services Aids and Workers

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*This document can be made available in accessible formats to qualified individuals with disabilities.*

Tab 3

Requests for Proposal  
ETE0015-Staffing Services for Professional Positions

## 2.2 Business Profile & Experience

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1. The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number.

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Firm name: Premier Staffing Source, Inc.  
Home Office Address and Contact No.: 4640 Forbes Blvd., #200 A,  
Lanham, MD 20706  
Phone Number: 301-306-0774 Facsimile Number: 866-723-1338

Servicing Office Address: 2000 Town Center, #1900, Southfield,  
MI 48075  
Phone Number: 312-474-6174 Facsimile Number: 866-278-3654

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2. A general description of the proposer, including size, number of employees, number of offices and locations, primary business (e.g. consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.), and other descriptive material. Describe what you believe are your firm's strengths regarding client service; what distinguishes your firm from your competitors? Highlight any acquisitions, and/or mergers or other material developments (changes in ownership, personnel, business, etc.) pending now or that occurred in the past five years at your firm. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three years after the contract start date.

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Premier Staffing Source, Inc. (PSS, Inc.) is a subsidiary of IMRG, Inc., a minority, woman-owned firm. PSS, Inc. specializes in the placement of temporary professionals to federal, state, and local government as well as private companies and educational institutions. PSS, Inc. is headquartered at 4640 Forbes Boulevard, Suite 200A, Lanham, Maryland 20706. PSS, Inc., incorporated in the state of Delaware in August 2001, is a wholly owned subsidiary of a woman-owned, minority business. PSS, Inc.'s parent company provides consulting services to the federal government in the areas of pension administration and finance support. PSS, Inc. continues to support the parent company with the recruitment of pension and financial professionals for its three government-owned, contractor-operated facilities.

As an outgrowth of its parent company, IMRG, Inc., PSS Inc. was formed in response to requests for contingent or project staff made by customers of its parent. PSS, Inc.'s initial growth resulted from such requests; however the company's growth in the last eight (8) years is directly attributable to its efforts and customers. Today, the company services federal, state and local customers in 26 states under 68 contracts. The company is certified by the Women's Business Enterprise National Council (WBENC) as a woman-owned firm. PSS, Inc. does not expect any mergers in the next three years nor does it plan to be acquired by another firm.

The company has 12 regional locations and will service this contract from its Illinois location. The following is a list of PSS, Inc.'s locations:

**Headquarters**

4640 Forbes Boulevard  
Suite 200A  
Lanham, MD 20706

Contact: Elizabeth Harris  
Telephone: 301-306-0774  
Fax: 301-306-0775

**Maryland Branch Office**

111 S. Calvert Street  
Suite 2751  
Baltimore, MD 21202

Contact: Shardae Harris  
Telephone:

**Chicago Branch Office**

10 South Riverside Plaza  
Suite 1800  
Chicago, IL 60606

Contact: Chris Kemper  
Telephone: 312-474-6174  
Fax: 312-474-6167

**California Branch Office**

1300 Clay Street  
Suite 600  
Oakland, CA 94612

Contact: Shardae Harris  
Telephone: 510-205-9592  
Fax: 866-248-8527

**Delaware Branch Office**

1000 N West Street  
Suite 1200  
Wilmington, DE 19801

Contact: Marc McIntosh  
Telephone: 302-295-4829

**Georgia Branch Office**

1201 Peachtree  
400 Colony Square, Suite 200  
Atlanta, GA 30361

Contact: Lisa Justice  
Telephone: 404-881-2871  
Fax: 404-881-2873

**Michigan Branch Office\***

2000 Town Center  
Suite 1900  
Southfield, MI 48075

Contact: Nichole Myers  
Telephone: 248-233-0863

**North Carolina Branch Offices**

301 McCullough Drive  
4<sup>th</sup> Floor  
Charlotte, NC 28262  
2530 Meridian Parkway  
Durham, NC 27713

Contact: Paulette Jones-Terrell  
Telephone: 704-909-2705

Contact: Jonathan Cooks  
Telephone: 919-806-4530

**Virginia Branch Office**

919 E. Main Street  
Suite 1000  
Richmond, VA 23319

Contact: Lin Gaines  
Telephone: 804-916-7499

**Florida Branch Office**  
113 South Monroe Street  
1<sup>st</sup> Floor  
Tallahassee, FL 32301

Contact: LaQuandra Muomah  
Telephone: 850-201-7322

**Texas Branch Offices**  
325 N. St. Paul Street, Suite 3100  
Dallas, TX 75201  
4710 67th Street, Suite G  
Lubbock, TX 79414

Contact: Helah Pettigrew  
Telephone: 866-782-4674  
Contact: Chrissy Chabarria  
Telephone: 806-589-2435  
Fax: 806-589-2436

***\*Indicates PSS, Inc. servicing location***

Under its current contracts, PSS, Inc. provides project staffing, contract-to-hire, payrolling and contingent staffing. The company provides primarily professionals in the accounting, human resource, pension, finance, legal, medical, scientific, educational, and customer support fields. PSS, Inc. customer base is predominantly federal, state and local government. The company's knowledge of this market and understanding of contractual requirements has proven successful with its customers. PSS, Inc.'s investment in software applications, personnel, training and support operations enables it to support contracts of all size and scope. This includes other state contracts with states of Wisconsin, Rhode Island, Mississippi, Oklahoma, Commonwealth of Virginia, North Carolina, South Carolina, Arizona and Florida. The company has a dedicated "State Team" staffed with Recruiters, Account Managers and Personnel Assistants experienced with serving contracts with multiple geographic locations, decentralized ordering and multiple labor categories.

With a contingent database of over 4,500 personnel, PSS, Inc. averages a fill rate of 96%. Strong branding initiatives such as a reward and recognition programs, benefit offerings and competitive pay help the company attract and retain qualified labor.

For 14 years, PSS, Inc. has developed a strong business philosophy which centers on total customer support. To create differentiation of service from its competitors, PSS, Inc. involves its entire organization to bring a comprehensive solution to its customers. PSS, Inc. engages its temporary workers as well as its internal support team in its business mission. The company's reward and recognition programs encourage temporary workers to actively support the company's efforts to provide outstanding service to its customers. Temporary workers are recognized and rewarded for their independent efforts toward customer support.

Internally, PSS, Inc. uses performance metrics to ensure its support teams exceed company and customer expectation for key performance areas. These areas include time-to-fill, problem resolution, and customer satisfaction, among others. To support its performance metrics, PSS, Inc. has invested in business analytics and recruitment and placement applications to support its customer support teams.

Another strategic differentiator for PSS, Inc. is its company leadership. The company's management team represents over 100 years of experience in the staffing industry. PSS, Inc.'s President, Myrna Cooks, has an impressive 34 years of ex-

perience in the staffing and personnel management industry. Ms. Cooks has developed and managed staffing projects with more than 300 employees for government and private companies. Her forte is the ability to identify critical human capital needs and craft strategic plans to satisfy each need. She is involved with each customer solution and works with each account team to ensure total customer service against company requirements. Ms. Cooks has trained her team to undertake each project using a proprietary customer management approach. This approach, based on Ms. Cooks' years in the industry and wide-ranging experiences, includes identifying critical service needs, qualifying and quantifying those needs and preparing a resolution for successfully meeting them. The approach includes customer support guidelines and problem resolution mandates. Ms. Cooks impacts each contract through her consultative input and ability to discern key customer requirements and effective solutions.

The company also includes its account management, recruiting personnel and support operations as part of its differentiation. With an average tenure of eight years (8), the company's knowledge capital regarding its customers' preferences, requirements and history remain with knowledgeable staff. The tenure of its organization is a testament to the company as well as a competitive differentiator is a growing industry PSS, Inc. maintains its personnel through training and development programs, reward and recognition of each individual's contributions.

All PSS, Inc. operations are firmly supported by a strong corporate operation. PSS, Inc. size allows for flexibility in meeting customer needs. Each Account/Project Manager has autonomy to make decisions on behalf of assigned customers. The level of commitment to each customer begins with the senior level management. This level of buy-in sets an example for the remaining support team. The company's corporate operation includes dedicated accounting, payroll, contracts, information solutions, human resource and information technology departments. Investments in both technology and training enable PSS, Inc. account management and support personnel to deliver outstanding service to customers with innovative inputs. The result is a company with the size to allow agility of service and the expertise to provide comprehensive service through consultative measures.

**Table 1: Features and Benefits of PSS, Inc.**

	<b>Feature</b>	<b>Benefit</b>	<b>Result</b>
<b>On-line customer portal</b>	24/7/365 access to place task orders, track current orders, view resumes and communicate with State.	Timely response to task orders and access to critical information.	Allows interactive end-user experience and efficient communication.
<b>Dedicated Project Manager</b>	Primary point of contact with experience supporting similar contracts.	Knowledgeable and experienced oversight.	Provides consistent and reliable performance using customer information to build relationship with State.

	<b>Feature</b>	<b>Benefit</b>	<b>Result</b>
<b>Experienced and dedicated regional Customer Support Teams.</b>	Under the direction of Project Manager, each regional Customer Support Team supports specific end user in select states.	Fosters increased customer focus and the development of end-user specific solutions.	Dedicated teams build customer satisfaction through specialization.
<b>Industry specific tools to track usage, identify temporary resources through resume parsing</b>	Information technology incorporated into solution to: Collect critical user information Build pool of qualified resources based on usage Allow communication between dedicated customer support team members and end user	End users receive customized solutions based on historical usage. States build resource pools specific to user needs.	Promotes customer feedback and increased satisfaction. End users are engaged which increases exchange of critical task order information.
<b>Performance metrics incorporated to ensure consistent quality and service.</b>	Performance metrics to track customer satisfaction, quality of personnel, timeliness of personnel and management oversight.	End-users benefit from consistent quality and oversight based on normal parameters.	Quality is maintained at or above acceptable levels. End-users engagement increases as does satisfaction.
<b>Experienced staffing industry professionals averaging 12 years in the industry.</b>	Knowledgeable staff uses industry experience to interpret task order requirements and solicit critical information to ensure placements are successful.	End-user benefits include: Ability to focus on critical initiatives and <b>not</b> managing assigned personnel Assurance that management oversight includes adherence to federal and state labor laws Confidence that personnel matters are attended in a timely and non-disruptive fashion.	Quality oversight is consistent and predictable. End users are able to appropriately incorporate temporary personnel into critical functions to supplement in-house capabilities and resources without burden of additional personnel management. End-users benefit from experience of Customer Support Team as to the best utilization of personnel.

	<b>Feature</b>	<b>Benefit</b>	<b>Result</b>
<b>Accurate timekeeping and billing using industry tools specifically designed to accurately report time and billing.</b>	<p>End-users have on-line access to daily timekeeping entries. Management approval is required on all time reporting before customer is billed.</p> <p>Accurate tracking of temporary time based on electronic tracking incorporated into the system.</p>	<p>The primary benefit is accurate reporting of time. Billing is reflective of direct input from timekeeping system. End-users work with State to determine best approach for approving timekeeping reports of temporary personnel.</p>	<p>Confidence in time-keeping and billing. State end users, using on-line timekeeping system and customer portal, can query any reports 24/7/365.</p>
<b>Customized Reports</b>	<p>State's customer portal provides end-users with usage, financial and time-keeping reports. End-user can request customized reports via the portal.</p>	<p>24/7/365 access to critical information regarding past and current task orders, billings and usage.</p>	<p>End-users remain current on usage which helps maintain budgets and assists with needs assessment.</p>

3. It is the expectation that there would be a Lead Account Manager in charge of all programs assigned at all times, in addition to other personnel. Identify the Lead Account Manager available for these programs. Identify a second account manager who is available for working with the Lead Account Manager. Provide at least two (2) specific examples for each of the criteria below for each Account Manager:

- a. Excellent customer service and client relationship management skills.
- b. Ability to solve problems, and understand and effectively resolve any financial matters.
- c. Attention to detail and follow up on any unresolved issues.
- d. Meets deadlines.

Nichole Myers – Lead Account Manager: Ms. Poole, for several years, has managed customer relationships under a strict set of contract requirements. Using her strong recruitment background, Ms. Myers has fostered exceptional Customer Support Teams (CST) under PSS, Inc. customer-relationship management approach. Her strengths include personnel management, team building and recruiting support. Ms. Myers is adept at developing and executing recruiting plans for assigned contracts. Each assigned contract under her oversight must adhere to the company's proposed Quality Control Plan. Ms. Myers has an impressive record of adherence for her assigned contracts. Her time-to-fill and placement records

for assigned accounts exceed company and customer requirements. Examples of her capabilities follow.

*Customer Service and Client Relationship Management:* Ms. Myers took on several customers when she began her career with PSS, Inc. She developed account plans focused on increasing PSS, Inc.'s presence and relationship. Her efforts were realized within the first 30 days of her tenure. She increased job order requests for one significant account by 23% and shortened the time-to-fill for this account by 18%. Ms. Myers accomplished this through customer meetings, increased focused on securing a personnel for hard-to-fill positions and promoting temporary workers for these positions. Ms. Myers received training on PSS, Inc. Key Account Management (KAM) program. The program outlines strict customer contact and performance metrics. Ms. Myers used the program and her inherent skill to work with customers that has transitioned from another Account Manager due to rare turnover. Ms. Myers worked with her support CST to bring continuity of service.

*Ability to solve problems, and understand and effectively resolve and financial matters:* Each PSS, Inc. Account Manager must manage account financial matters as they concern dedicated bill rates and discrepancies regarding billing. The Account Manager oversees a Customer Support Team (CST) which includes dedicated Recruiters, Personnel Assistants, Payroll and Billing personnel. Problem resolution is under the Account Manager's accountabilities. Ms. Myers, from the outset of her employment with PSS, Inc. worked to foster strong internal relationships with her CST. She works with her Payroll and Billing team members. The company's metric for billing and payroll related matters is 100% accuracy. However, when payroll and billing questions arise, Ms. Myers works hand-in-hand with her team to resolve the question within one (1) business day. Recently, Ms. Myers worked with a customer to secure a bill rate for a new labor category. Ms. Myers ensured the customer received a response within four (4) hours. She has also been involved with rate changes for new option years and works with the company's Billing Department to ensure the changes were made on time and without error.

*Attention to detail and follow up on any unresolved issues:* Ms. Myers schedules routines customer call and visits to review PSS, Inc.'s service. She ensures appropriate PSS, Inc. senior manager are available when appropriate for such customer contact. Her attention to detail on customer matters is evident in her documentation and follow-up using the company's applications for this purpose. Her dogged efforts are well known with the internal support team as they know a request from Nichole Myers requires immediate attention.

*Meets deadlines:* Ms. Myers works hard to meet customer-related deadlines. Working with the appropriate Customer Support Team member, she ensures billing, reporting and response on contract matters is well within company mandates. Ms. Myers does not hesitate to involve senior leadership to get the support and resources she requires

Elizabeth Harris – Account Manager and Manager of Contracts: Ms. Harris brings more than 27 years of successful oversight of federal and state contracts and managing critical account relationships to this position. Ms. Harris serves as PSS, Inc.'s Director of Contracts. As an Account Manager for two state accounts (State of Delaware and the Commonwealth of Virginia), Ms. Harris adds value to each assigned customer account with her extensive industry and customer support experience. For 14 years, Ms. Harris has been instrumental in the company's development of sound contract oversight practices. Her accountabilities include the development and management of the company's contract compliance scorecard. She also makes certain each PSS, Inc. contract is strictly adhered to and each has the necessary resources for success. As the Account Manager for several customers, Ms. Harris has an enviable track-record of providing customer satisfaction. As a member of the company's senior management team, Ms. Harris uses her position and experience to make certain members of her assigned Customer Support Teams (CST) have the training and resources necessary to successfully support her assigned contracts. Examples of her capabilities follow.

*Customer Service and Client Relationship Management:* Ms. Harris has a significant number of examples that attest to her customer service and relationship building skills. One example concerns PSS, Inc. taking on a new contract and transitioning from an outgoing vendor. The customer, the State of Delaware, was not familiar with PSS, Inc. and wanted to transition more than 40 employees throughout the state. Ms. Harris executed the company's transition plan beautifully; securing all temporary workers and filling new positions at the start of the contract. The bulk of the positions under this contract are professional and some are unique to the State. Positions such as Management Analysts and Budget Analysts with requirements not typically found with other accounts. For example, a Management Analysts for the State's Emergency Management Department concerns individuals with specific experience in the disaster recovery field. Ms. Harris worked with assigned Recruiters to find qualified candidates for the State. The company has successfully re-bid this contract in large part due to her efforts. Many of the temporary workers have been assigned for more than three (3) years. Another example of her ability to build relationships is with customers that are very vocal about their needs and wants outside of contract boundaries. One example concerns the Commonwealth of Virginia. This is a large decentralized account with very specific contract parameters. Ms. Harris often has to educate new end users under the contract to ensure they comply with the new contract terms. As a result, PSS, Inc. continues to add new end users under the contract.

*Ability to solve problems, and understand and effectively resolve and financial matters:* Ms. Harris is often the "go to" person for problem resolution as concerns often involve contract matters. Ms. Harris' competent and calm demeanor work well to help resolve issues quickly and efficiently. She is a sound researcher who ensures all the facts are understood before responding to concerns. Ms. Harris recently addressed a concern with a customer regarding a billing matter. The contract was amended to include costs for the Affordable Care Act (ACA). The bill rates for this customer were posted on the customer's procurement site and PSS, Inc. ensures

notifications of bill rate changes were sent to each billing department. Additionally, Ms. Harris made calls and sent emails explaining the rate change. The customer was to upload new requisitions into its procurement application. Without the new purchase order, PSS, Inc. would be unable to bill under the new rates. While many of the billing departments were cooperative, there were several who did not comply. PSS, Inc. is restricted from having a temporary on assignment without a purchase order. Ms. Harris worked with the delinquent billing departments to resolve the issue. She sought approval from the customer's Procurement Officer to allow the temporary workers to continue while the matter was resolved with each billing department.

*Ability to solve problems, and understand and effectively resolve and financial matters:* The example provided above regarding Ms. Harris' problem resolution ability also has financial impact. Her tenacity to get the matter resolved with the new bill rates ensured compliance on the part of each billing department and allowed PSS, Inc. to remain current with required weekly billing. She resolved the financial matter of the increased bill rates by explaining the reasons for the increase and working with each department to make certain the rate change was clear. Ms. Harris also worked with PSS, Inc.'s Chief Financial Officer to develop a plan as to how the rate change would be implemented with the customer.

*Attention to detail and follow up on any unresolved issues:* Ms. Harris sets her daily schedule to include routine customer follow-up. She has excellent organization skills and rarely misses a scheduled customer activity without contacting the customer to reschedule. Again, the previous example regarding the increased bill rate due to the ACA is one example of her ability to follow up on unresolved issues. Another great example is with a recently acquired contract with the City of Baltimore. Ms. Harris serves as a member of the assigned CST for this account. The customer's procurement system was recently implemented and there have been issues with the system. PSS, Inc. was the sole awardee under this contract that previously had 13 service providers. As a result, the currently assigned temporary workers are transitioned to PSS, Inc. when their current purchase order runs out. Before PSS, Inc. places a temporary worker there must be a proper purchase order from the procurement system. Unfortunately the departments ordering the personnel have tried to circumvent the system and expect the assigned PSS, Inc. Account Manager to comply with their wish. While the Account Manager managed the end users Ms. Harris worked with the procurement office to help resolve each purchase order that failed to meet contract requirements. Her efforts have served to establish a solid customer relationship with this new customer.

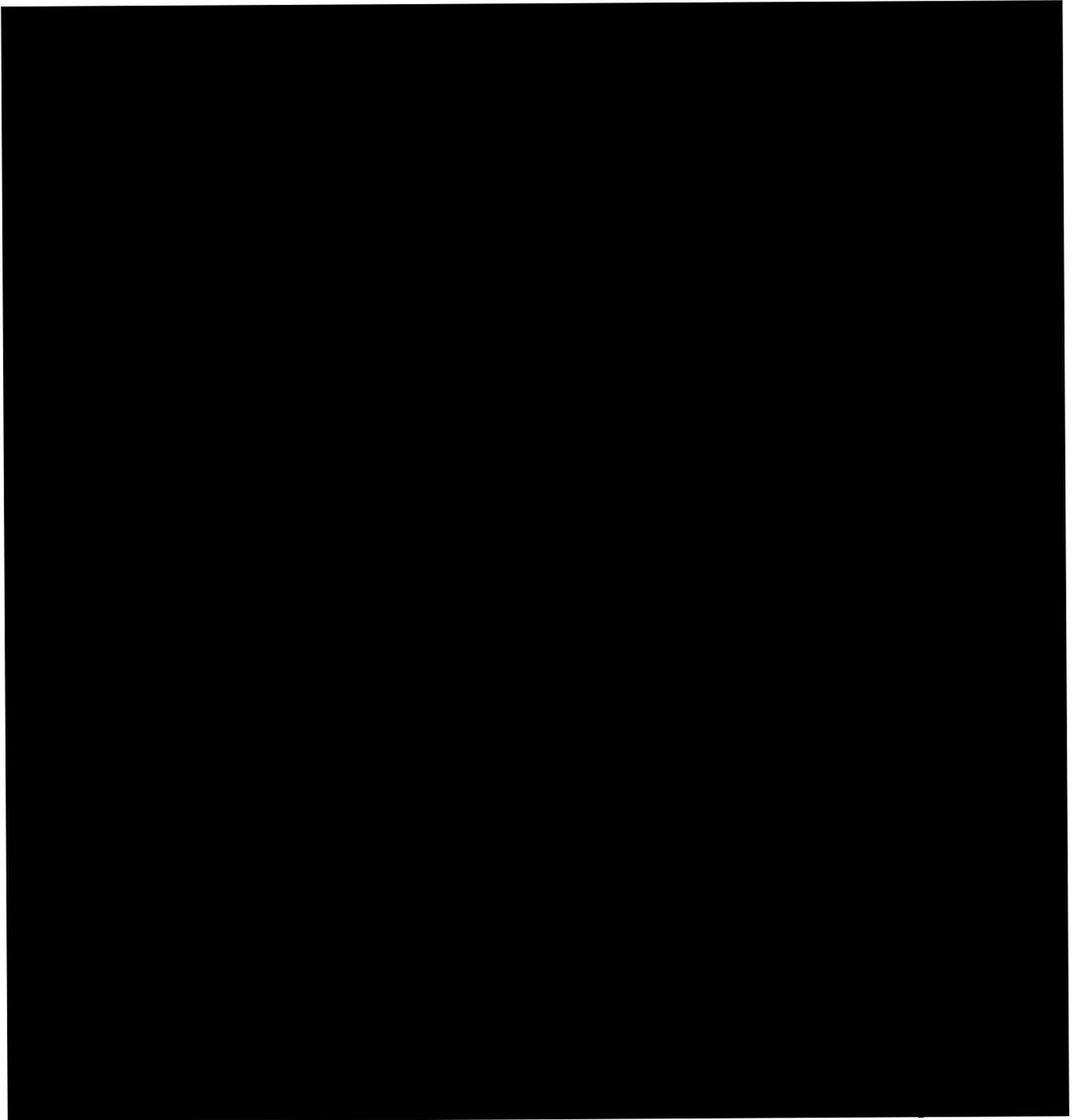
*Meets deadlines:* Ms. Harris ensures all contractual deadlines regarding reports and other requirements. For 14 years Ms. Harris has worked to make certain PSS, Inc. customers get information on time and that the information is correct. She has worked with the company's Information Solutions Department to develop report templates, system reminders and scorecards to make deadlines visible for all parties. As a result, PSS, Inc. excels in this area.

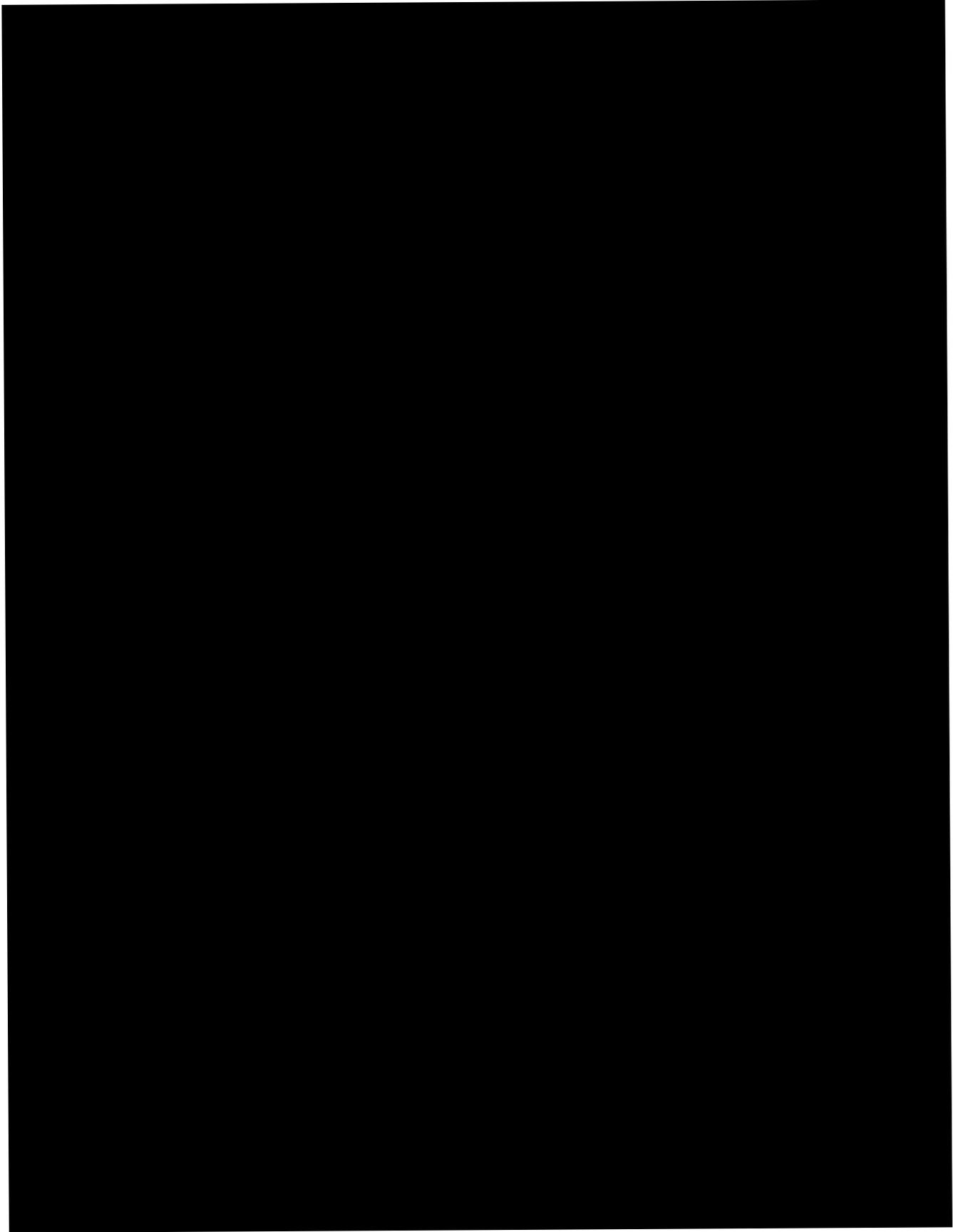
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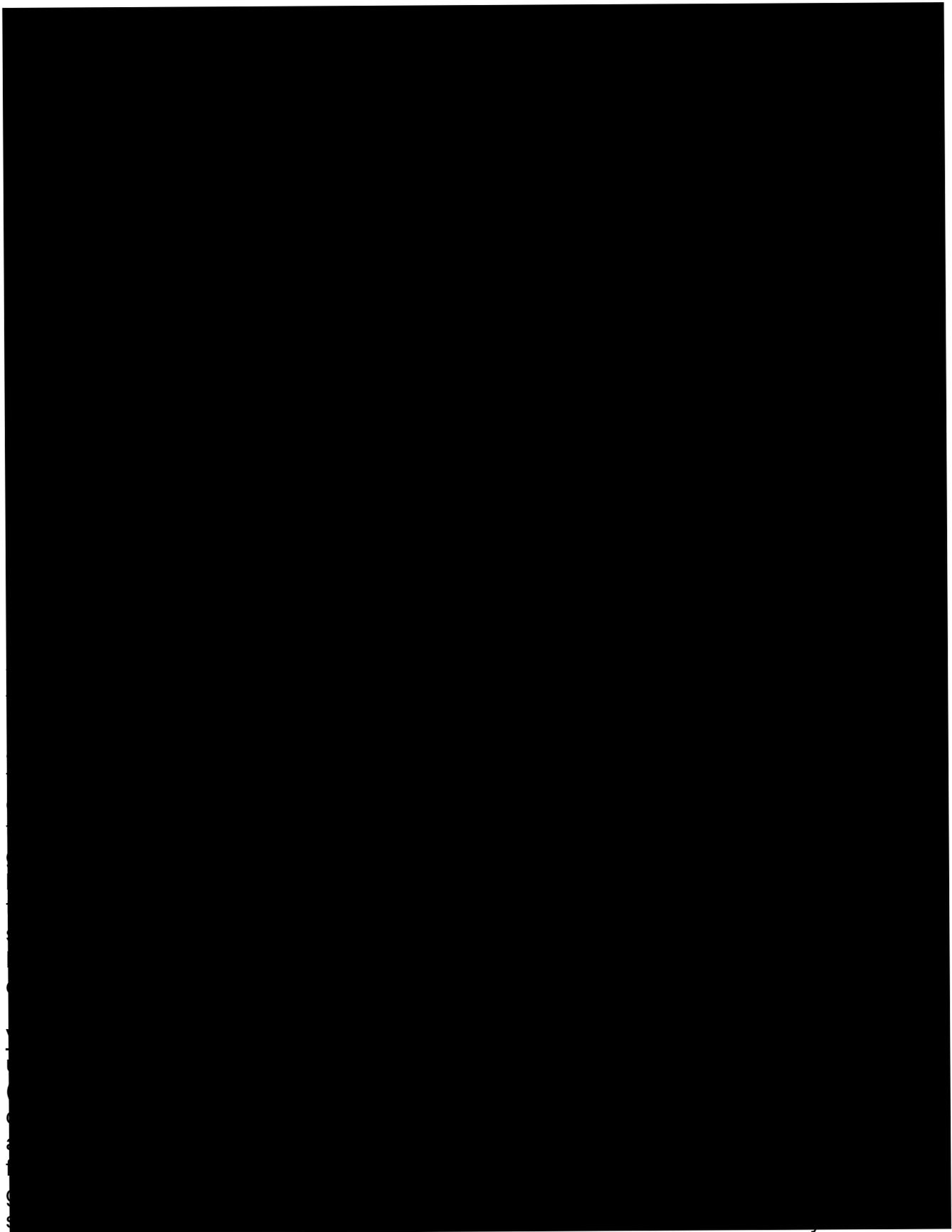
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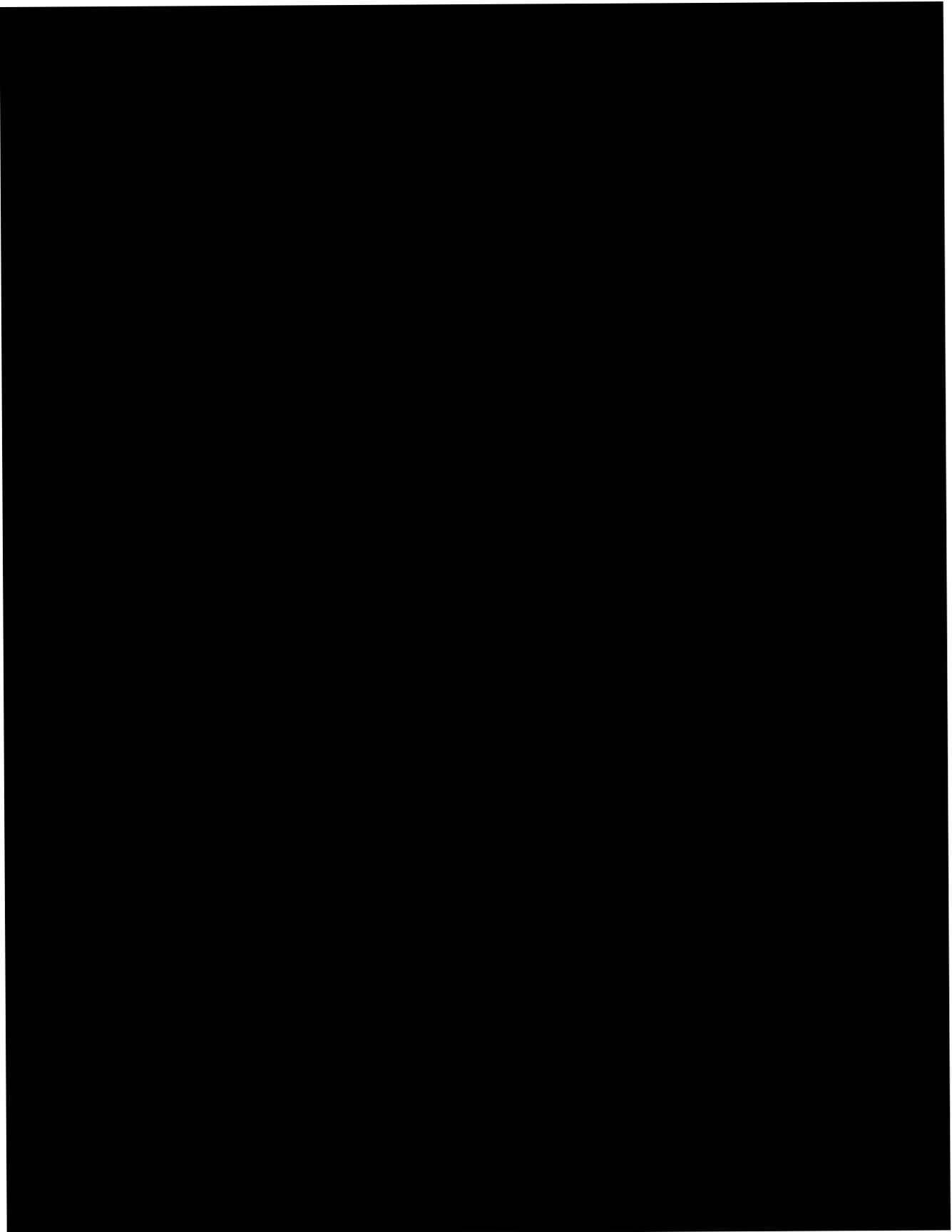
4. Information regarding the professional and experience qualifications of all administrative staff who will perform work for this specific contract besides the Lead Account Manager and backup. This includes anyone who will be involved with processing the contractor's payroll, billing ETF, or handling payments from ETF.

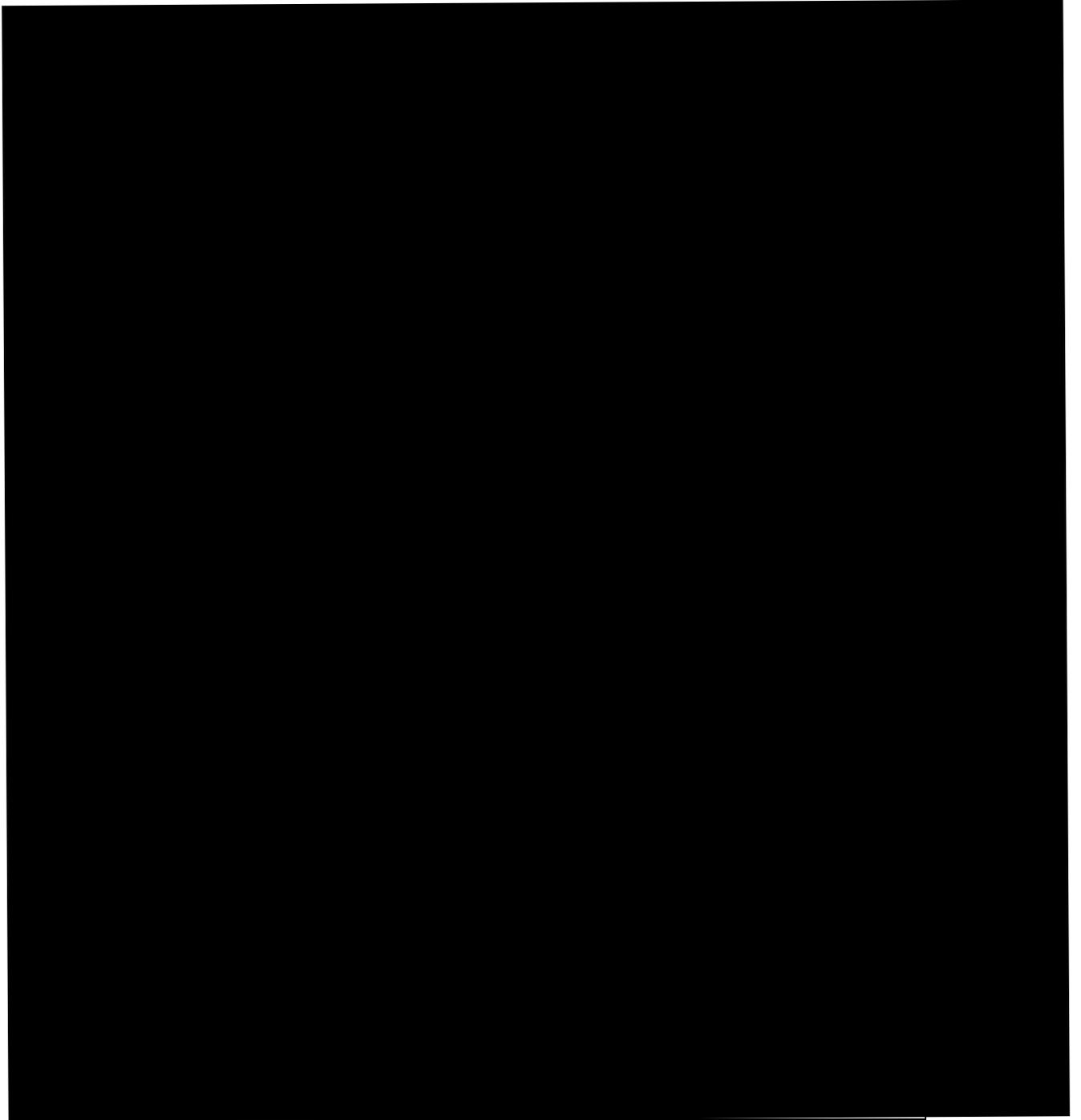
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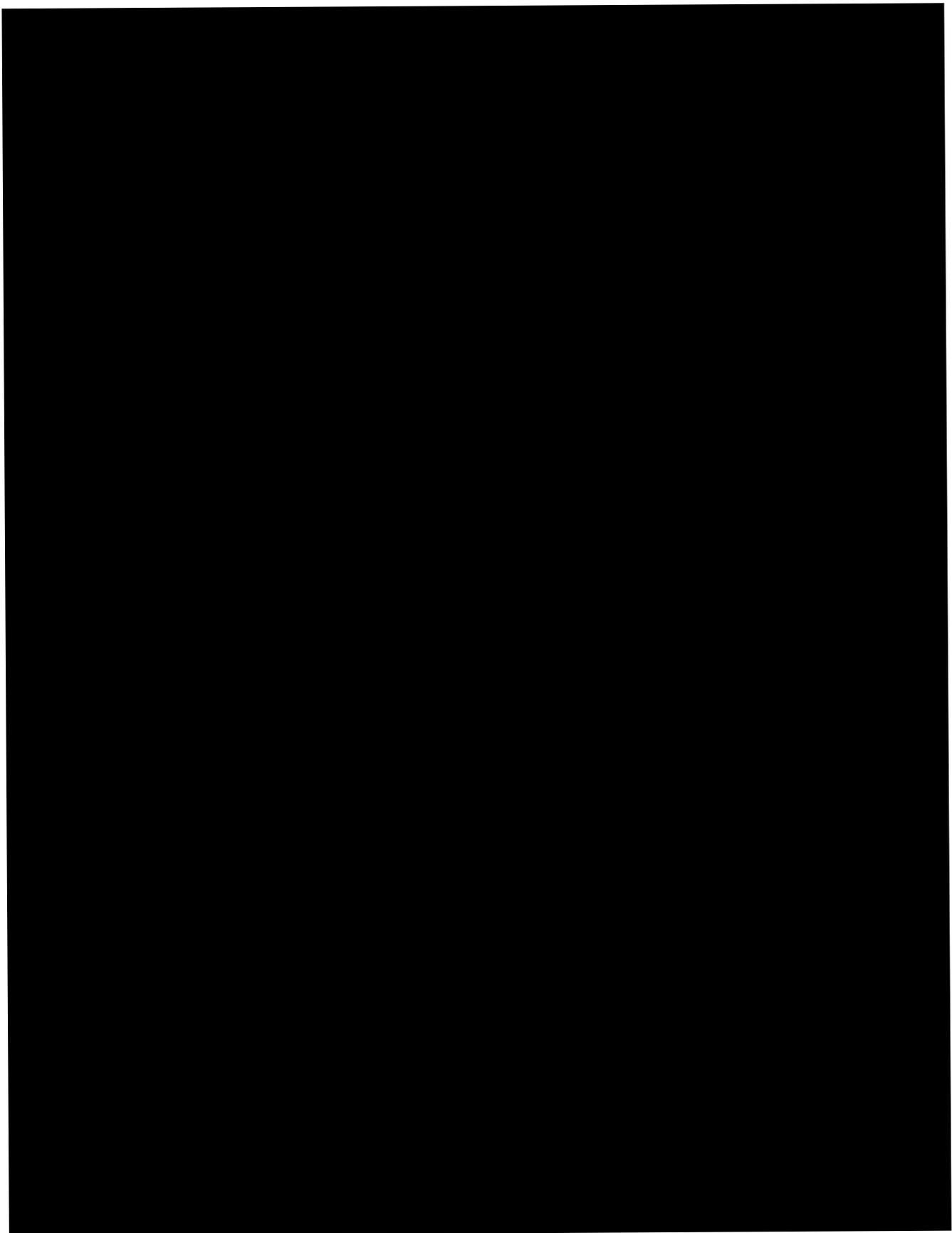


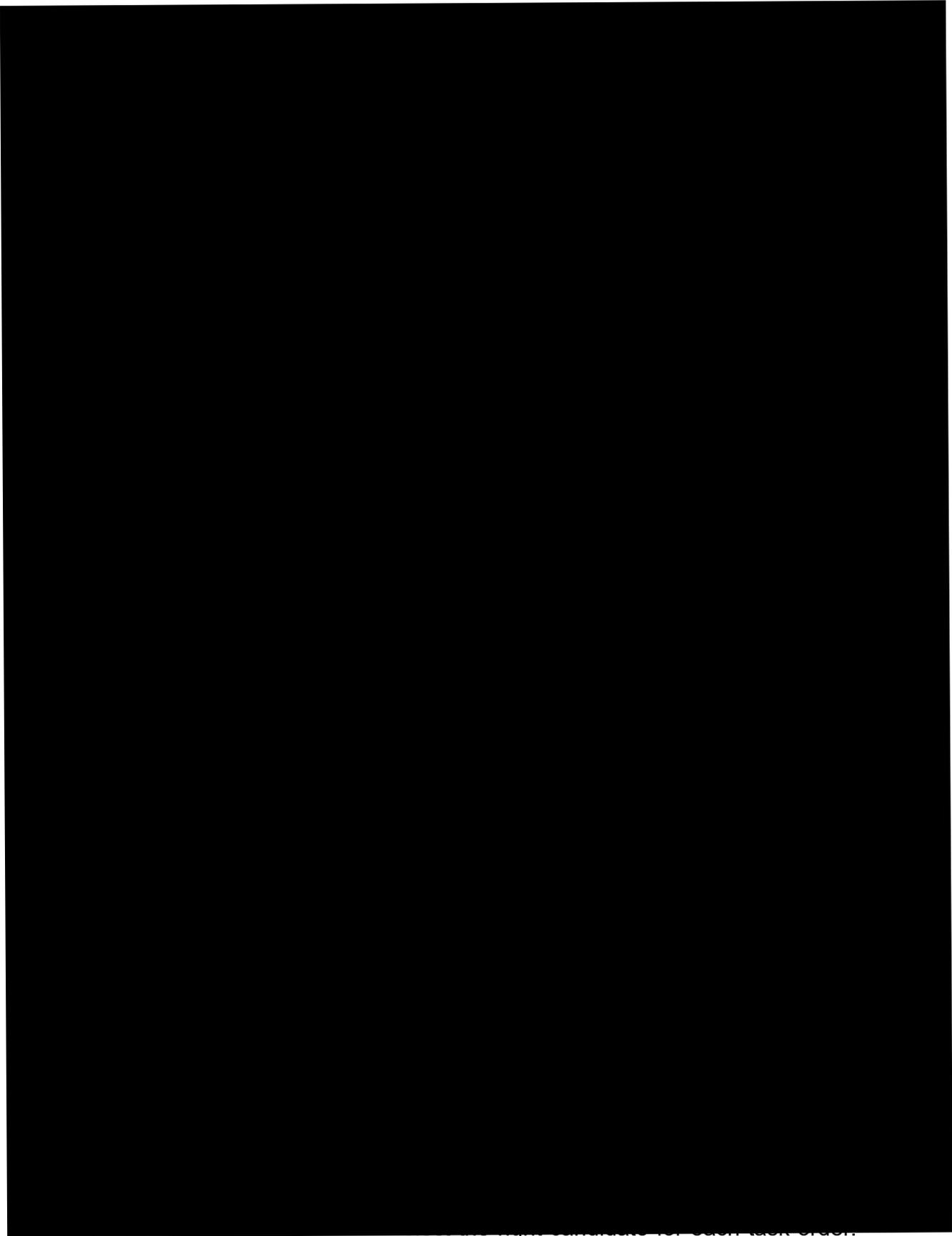


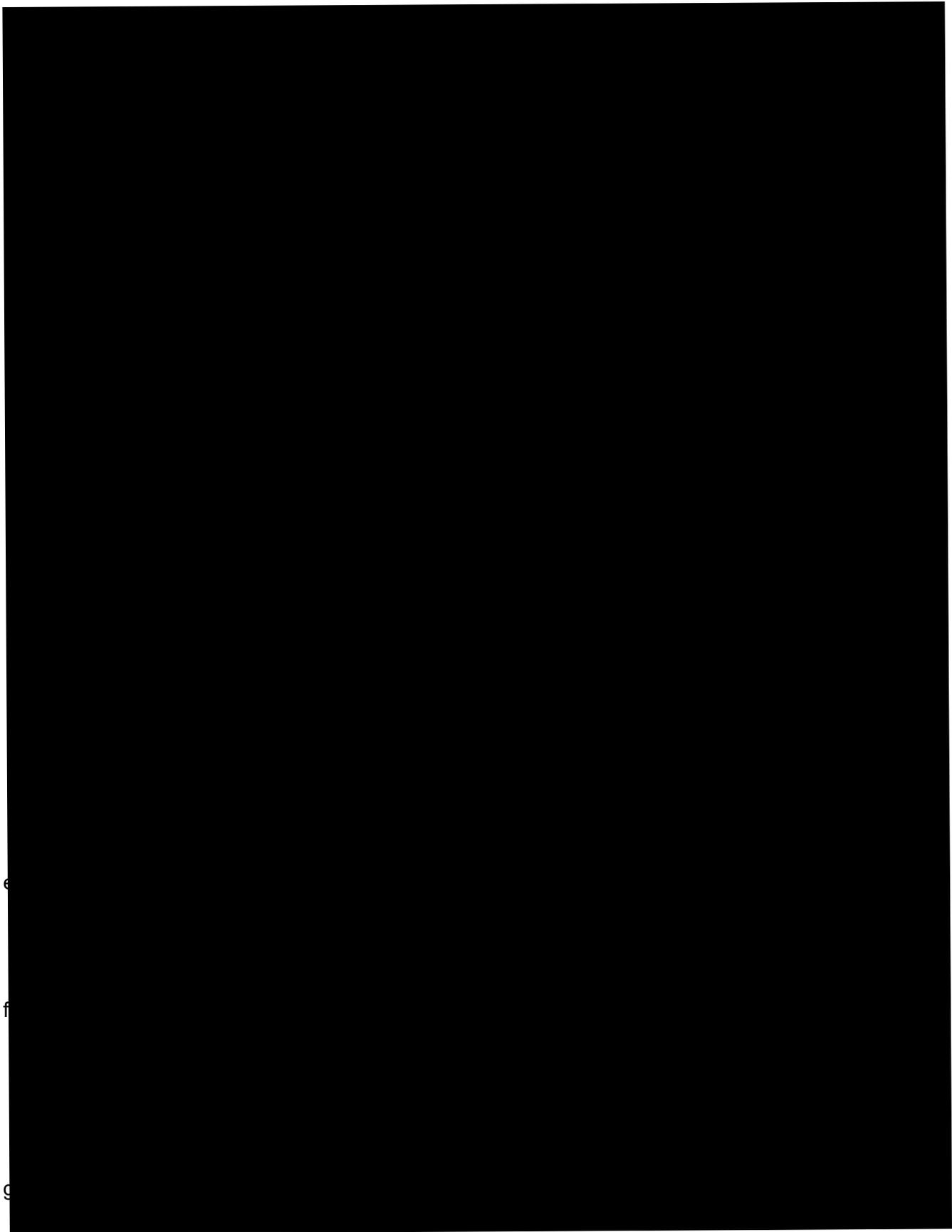
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5. Information regarding how the staffing company selects personnel to place at ETF. Specifically, describe the company policy to verify the competency of candidates being presented to work at ETF. Please provide an example of the following assessment tools, if the proposer will use them during the process of helping ETF select a candidate to fill a position.



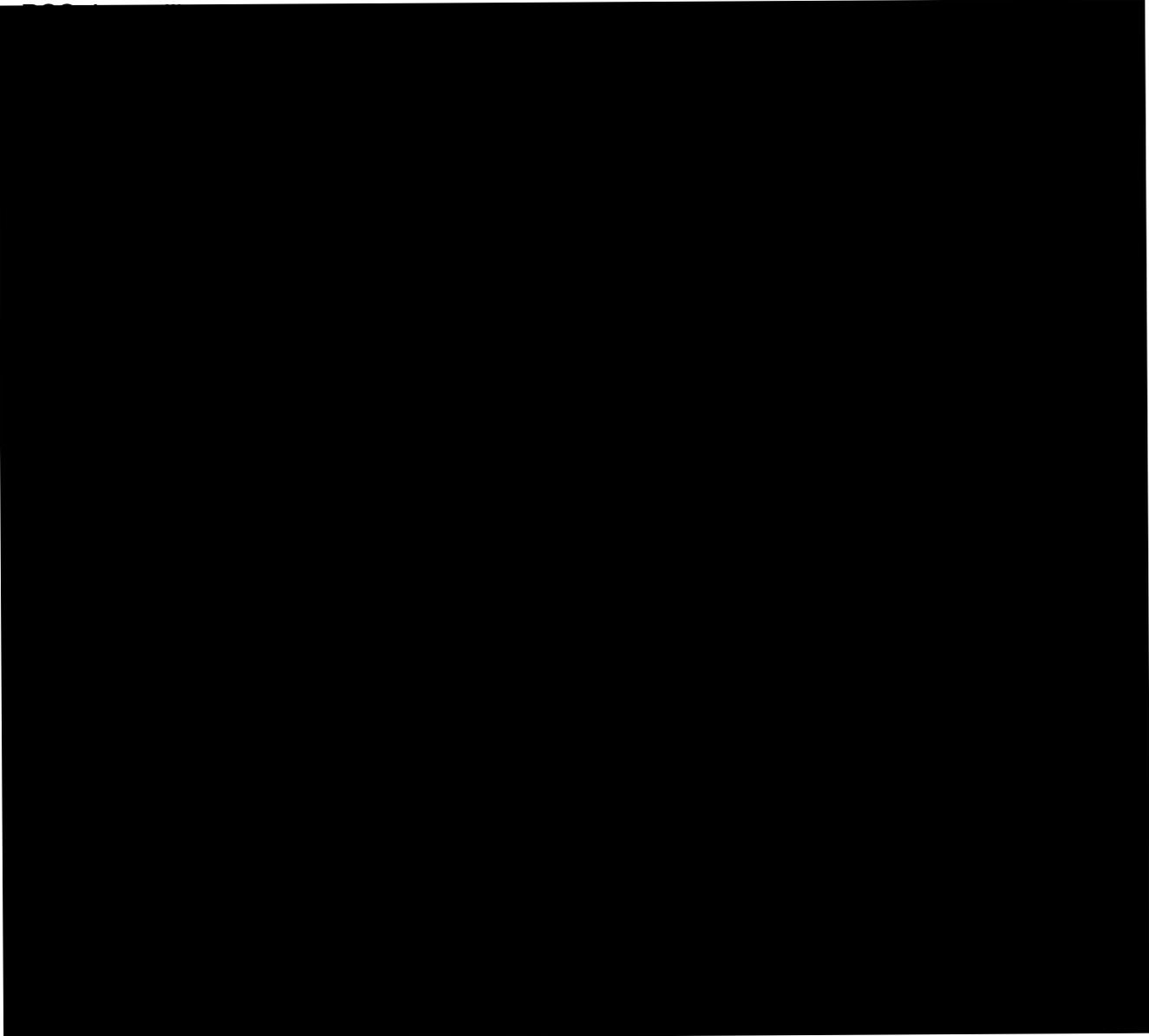


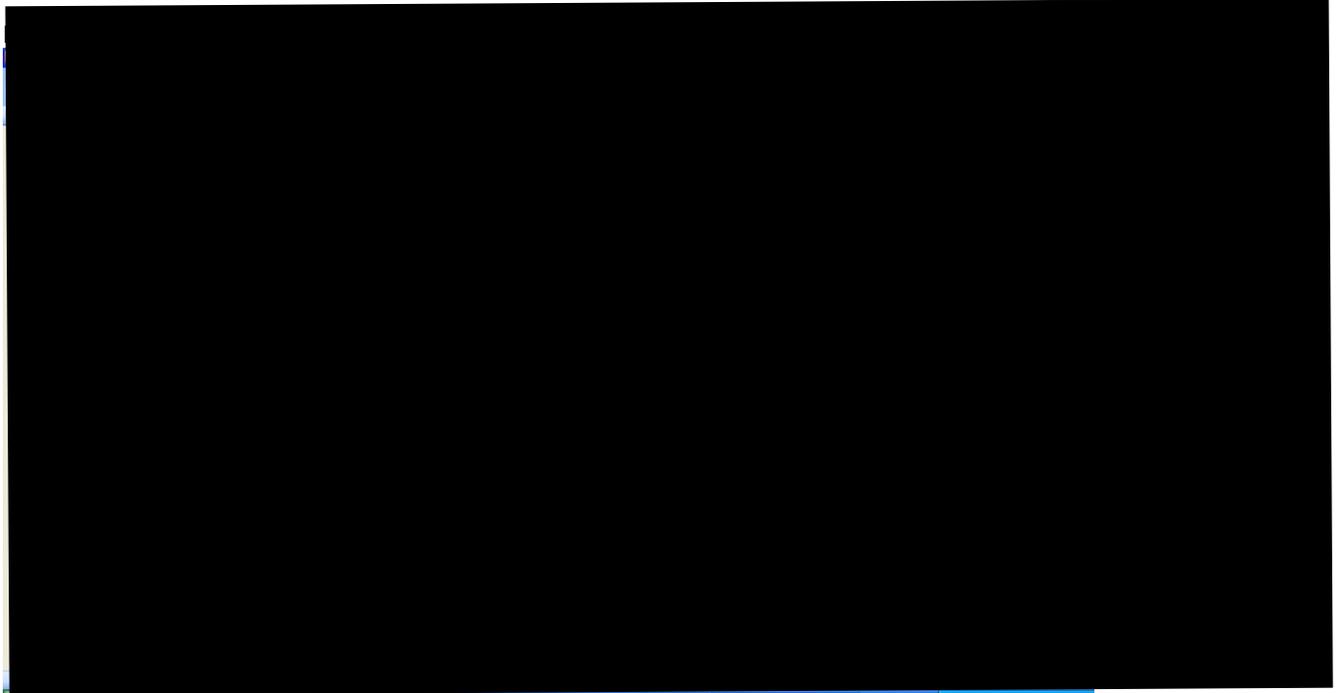


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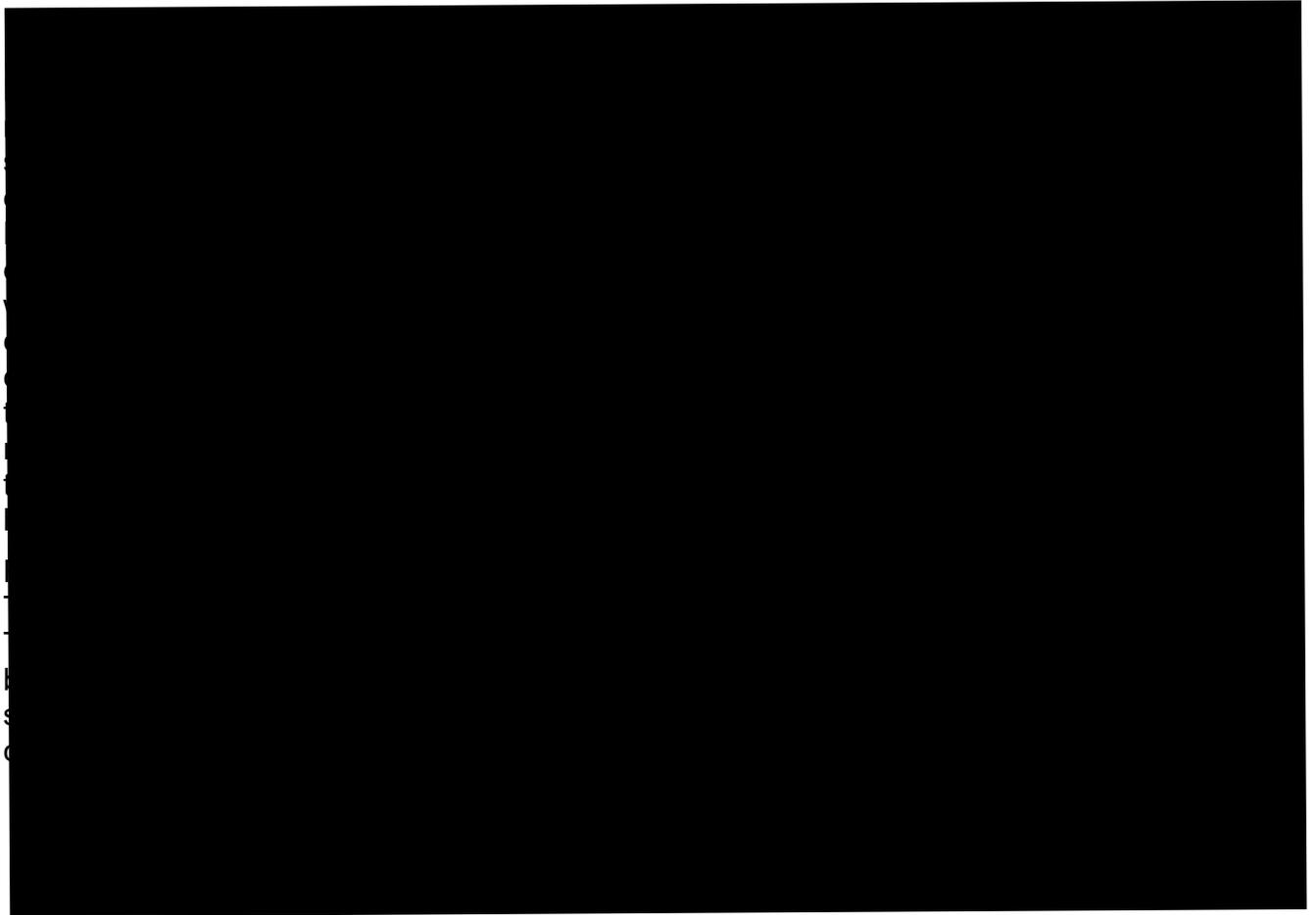


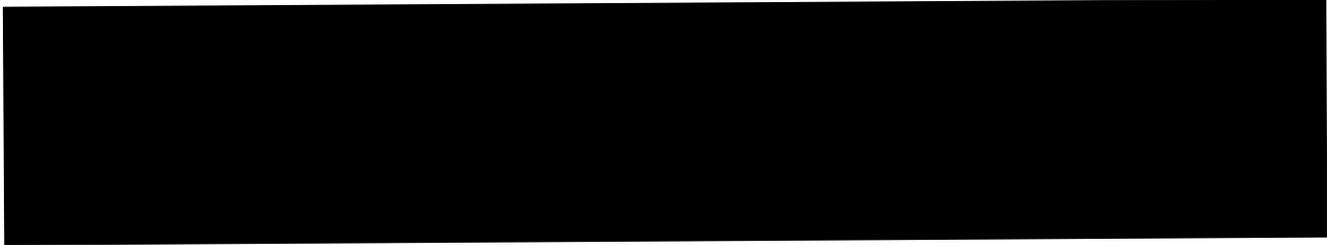


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6. A description of how any turnover on contractor's personnel working at ETF would be handled.

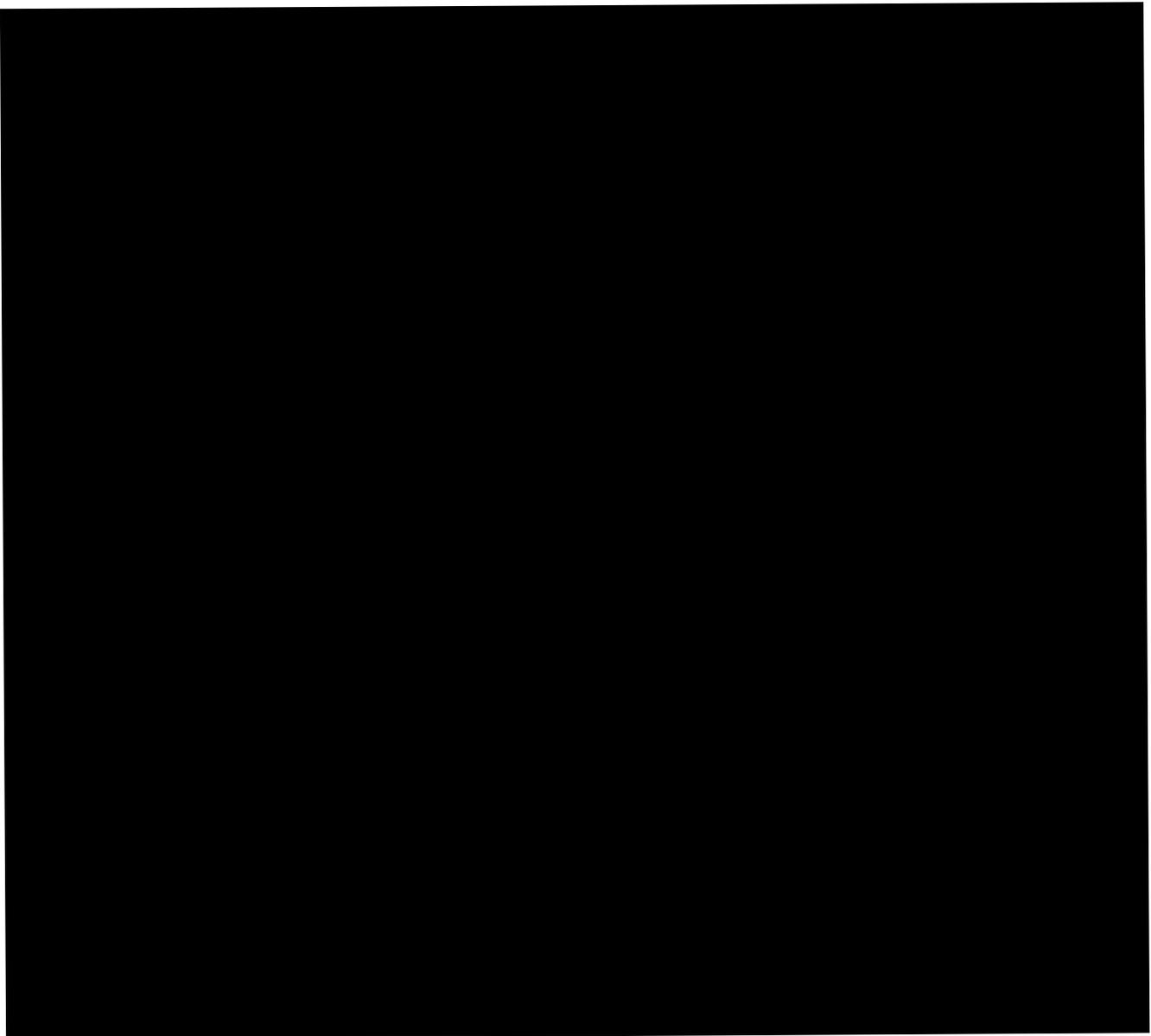


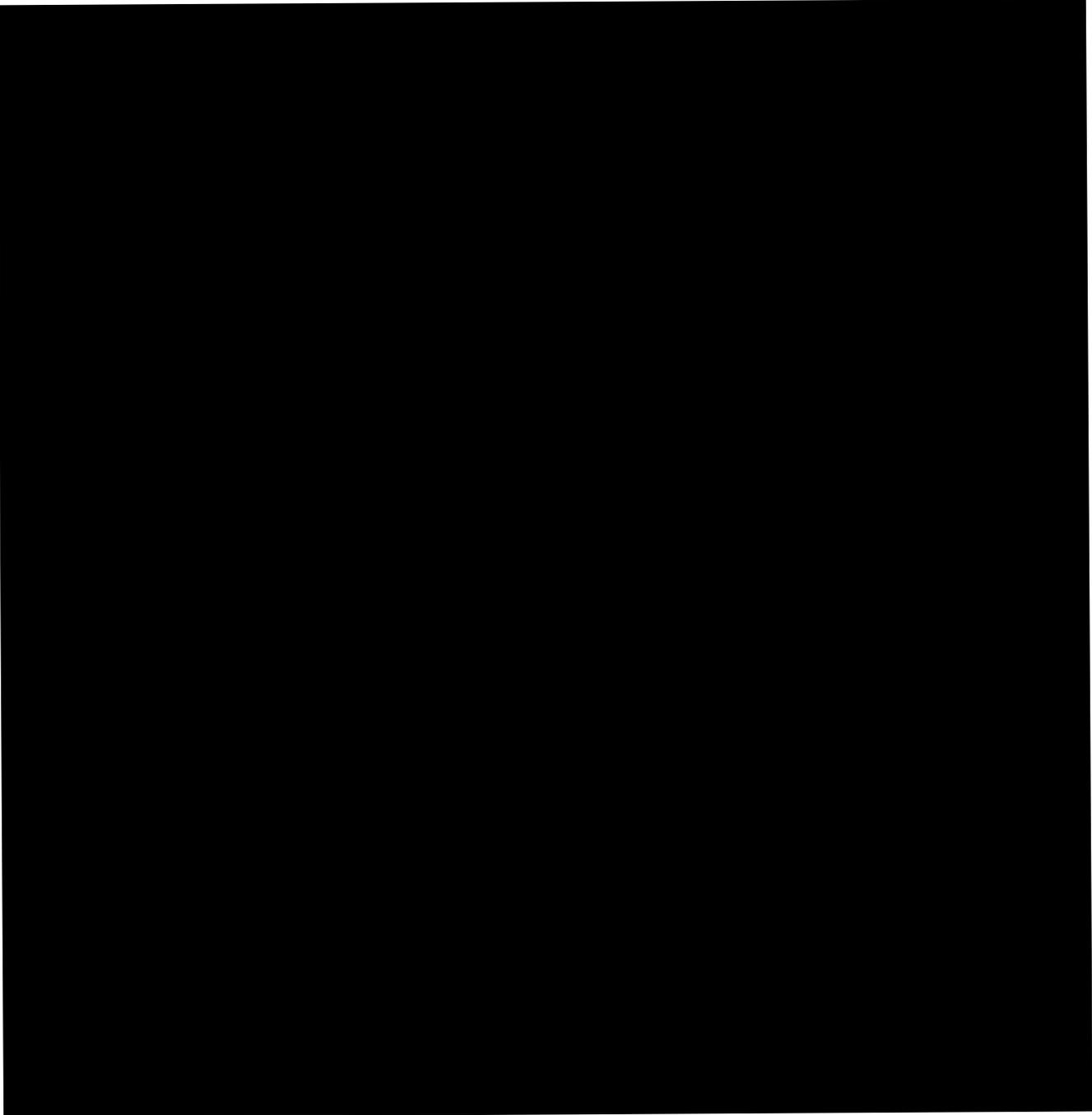


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7. Provide a written response that reflects your understanding of the job descriptions in Section 3. Detail your firm's experience in providing the positions or similar positions and how that experience is relevant. The response should provide evidence of the proposer's ability to supply personnel with the skills, abilities, and knowledge required to perform the duties and responsibilities as described.

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8. Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm. ETF reserves the right to disqualify any proposer if their response will impede their ability to work for ETF

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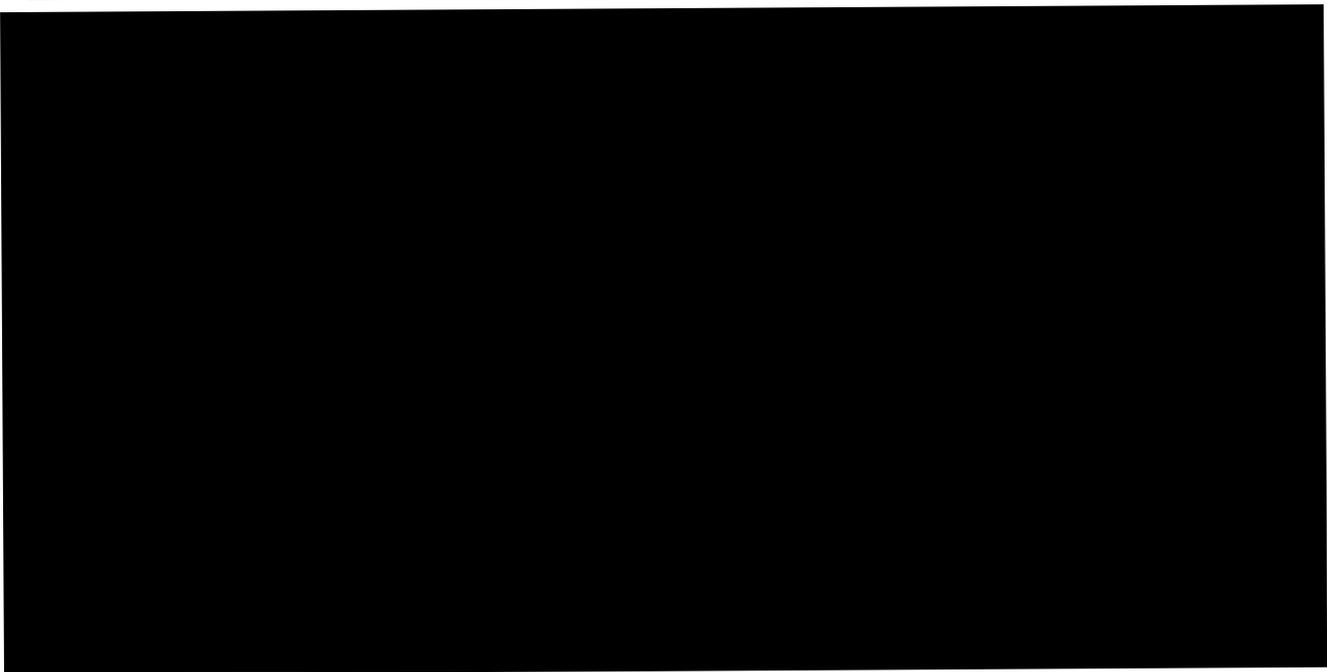
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PSS, Inc. does not have any pertinent judgement, criminal conviction, investigation or litigation pending against it.

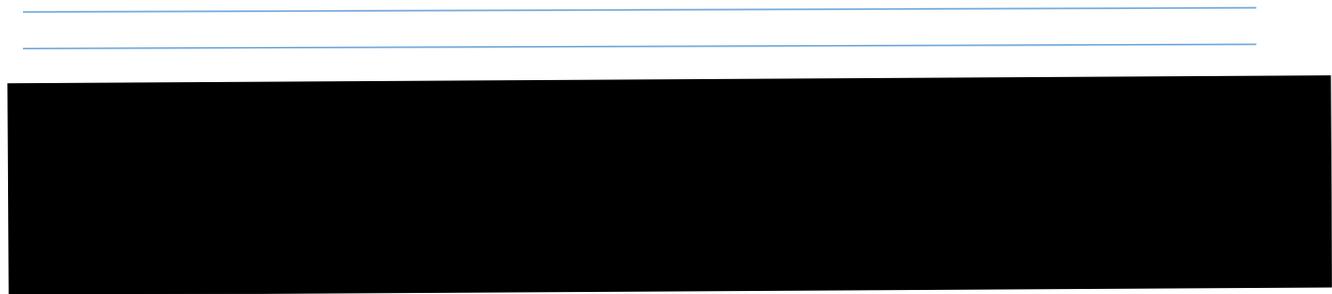
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9. Provide a narrative describing the relationship between staffing the positions in Section 3 and the firm's other contracts, and how the other contracts will not limit the ability to perform this contract. Note any other contracts with another government agency. Note if the proposer is willing to extend the same pricing and terms to another government agency besides ETF.



10. Describe if the proposer had a contract terminated or canceled prematurely for any reason during the past five years. Describe all such incidents, including why the contract was terminated, and the other party's name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the proposal if the facts indicate that completion of a contract resulting from the RFP may be jeopardized by selection of the proposer. If no such terminations or cancellations have been experienced in the past five years, the proposer must so state.



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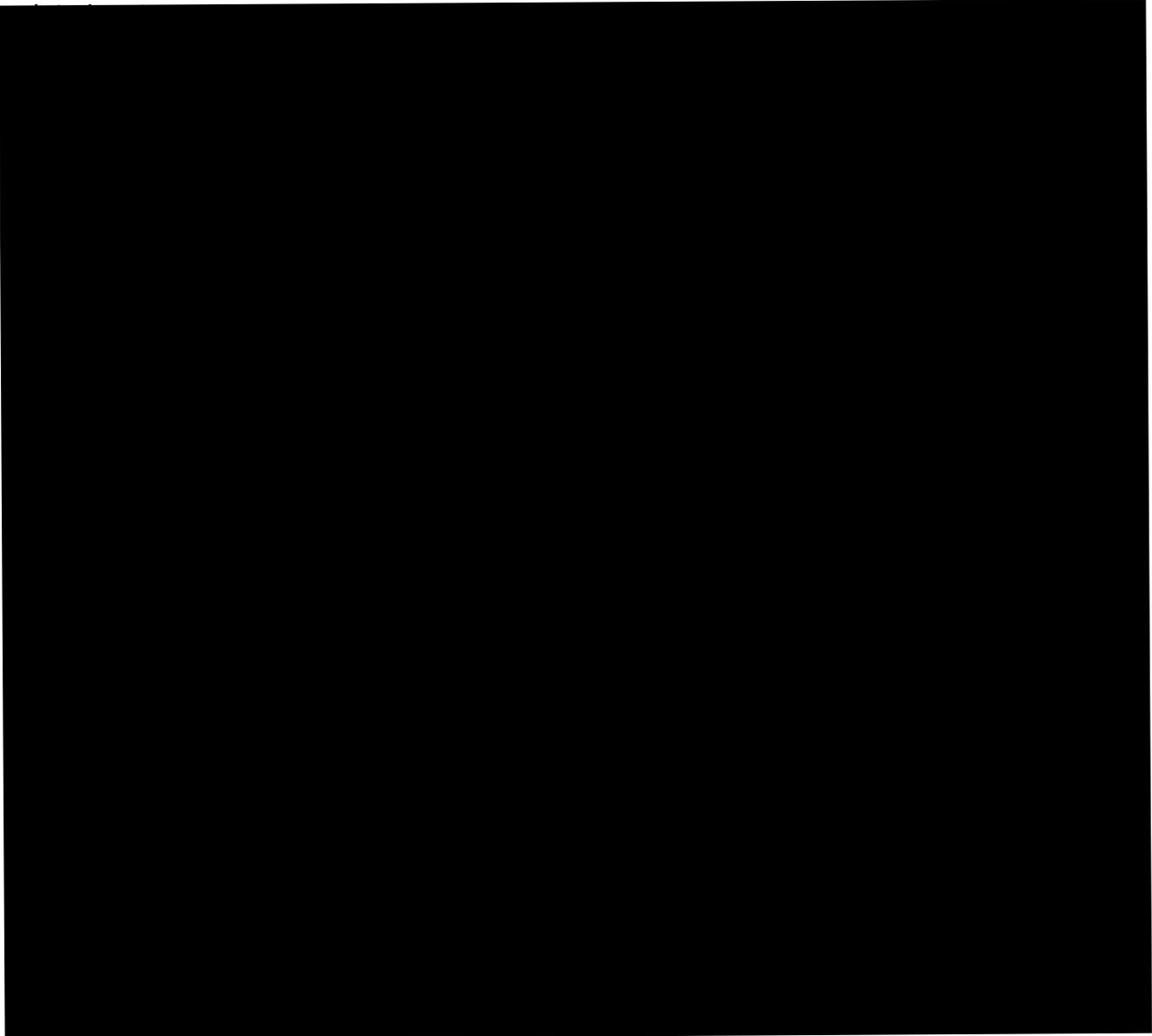
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11. Describe your organization's quality control procedures for keeping complete and accurate records, documenting business processes, checking for errors, and reviewing processes for effectiveness and opportunities to improve. Describe how your quality control processes would be applied to each stage of this project.

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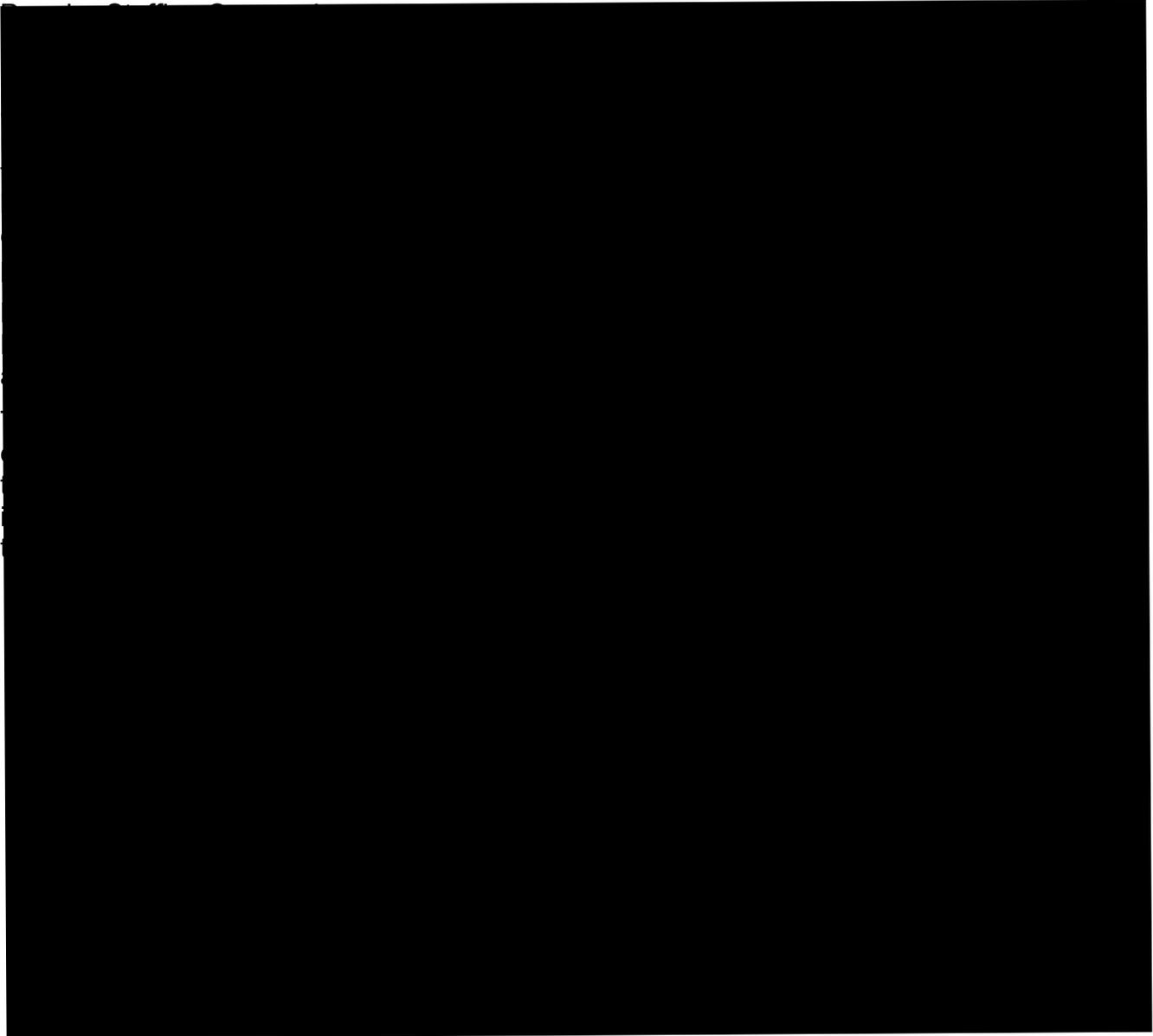


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12. Describe how your organization will protect ETF and ETF member confidentiality and comply with HIPAA data security and privacy requirements. Note that ETF takes the security and privacy of member data very seriously. Should a contractor fail to properly protect confidential information, any cost ETF pays to mitigate the data breach will be subtracted from the total contract price, in addition to other possible legal action. The contractor is responsible for taking timely action and must absorb the cost of mitigating the damages to affected members and ETF. The selected proposer(s) will be required to sign ETF's Business Associate Agreement (Appendix G) and must agree to do so per 2.1.8. Candidates on Position Requests must agree to Appendix H and the terms of 2.1.18.

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13. ETF may require that the contractor meet certain performance measures to continue as an awarded contractor.

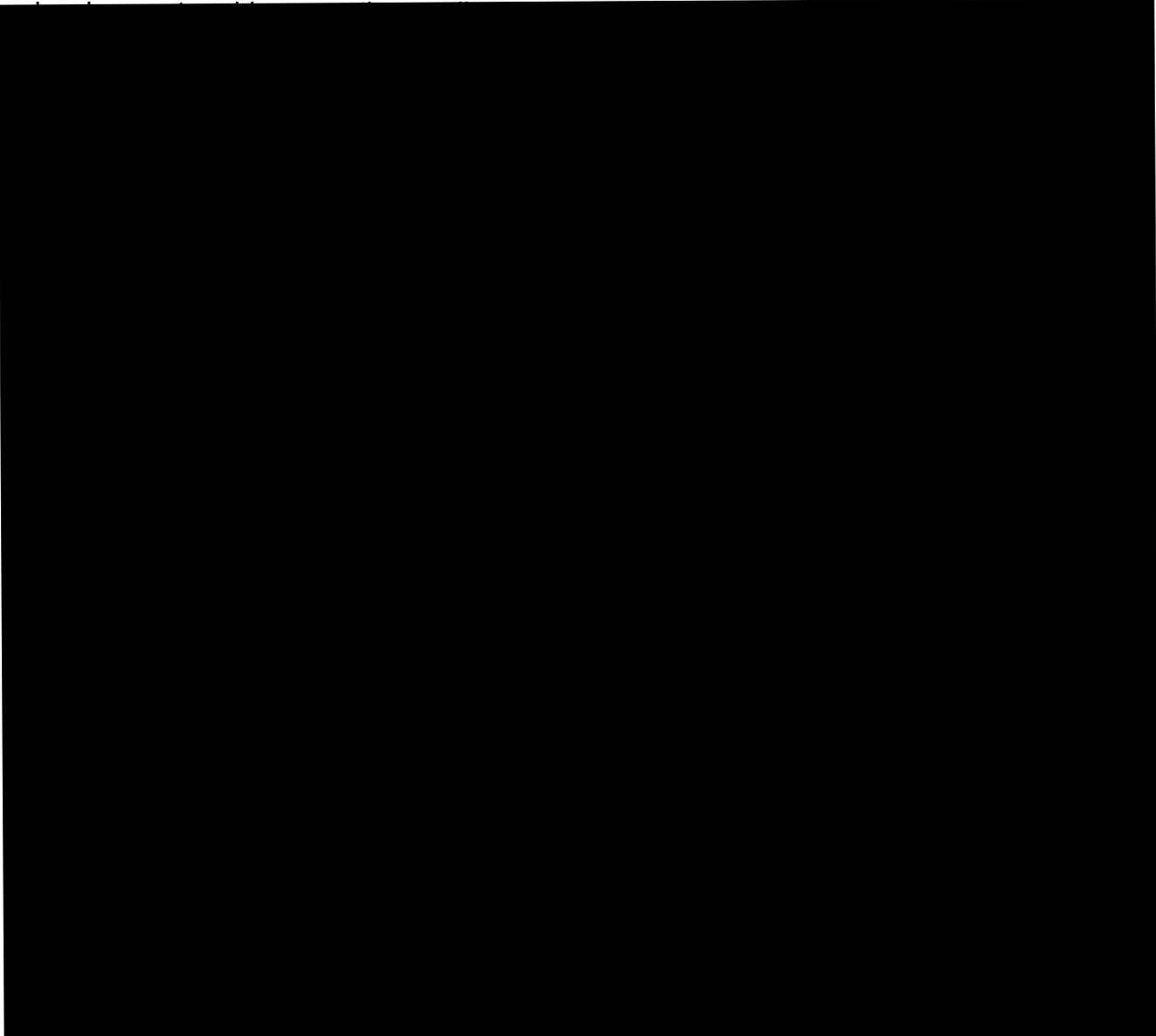
Performance Standards and Guarantees (PS&G) may be negotiated during contract negotiations and become part of the contract. Penalties may also be negotiated and established. Penalties may be assessed for any PS&G not met.

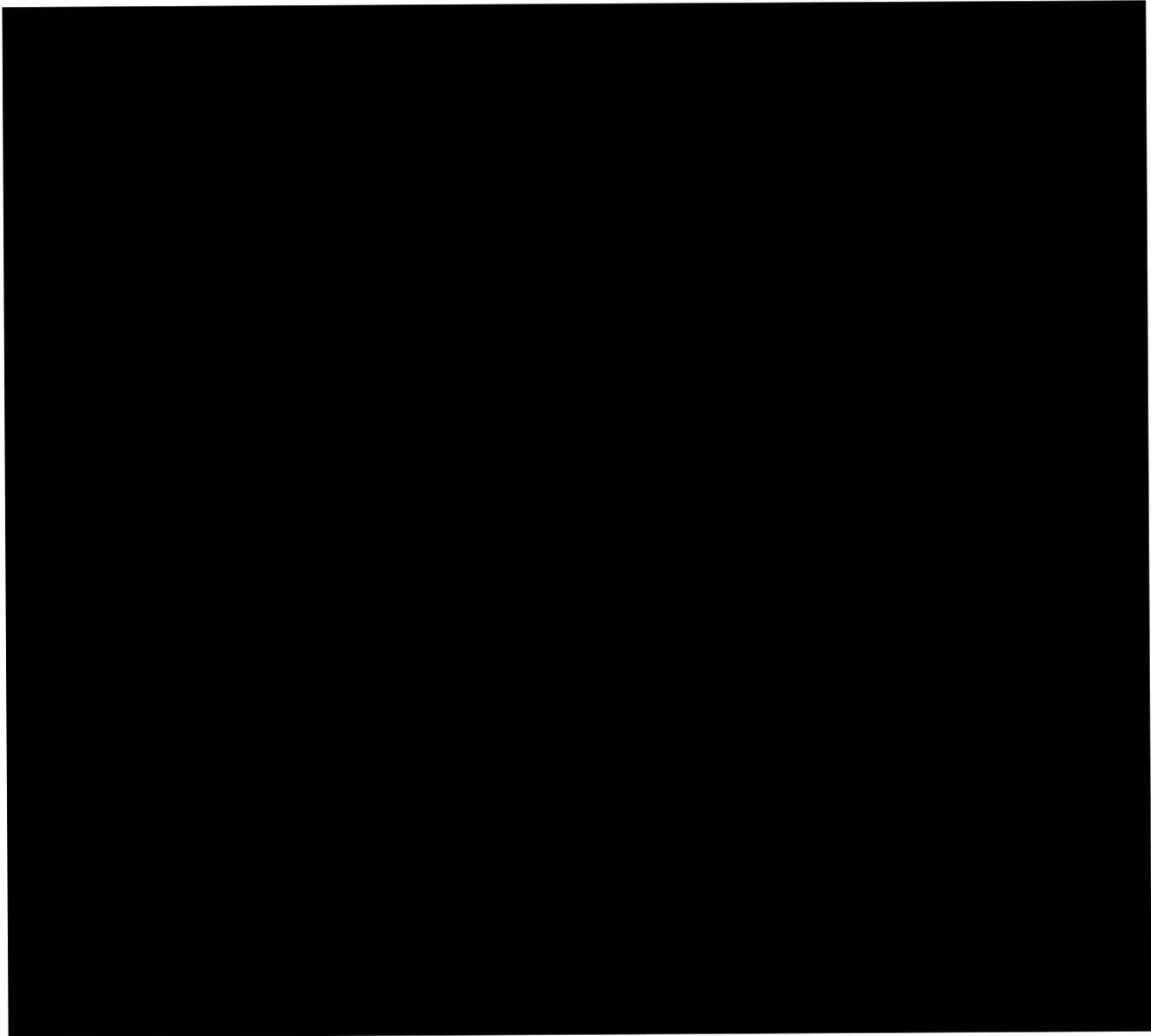
List any performance measurements your organization currently uses and specify how these measurements are derived and would be applied to the contract with ETF.

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The company tracks average assignment length by customer, labor category and region using Bullhorn. This information assists PSS, Inc.'s Recruiters with candidate database





Tab 4

**RFP Assumption**

Premier Staffing Source, Inc. takes no assumptions to RFP ETE00115.

**RFP Exception**

Premier Staffing Source, Inc. has no exceptions the RFP ETE00115.

**Standard Terms & Conditions Exception**

Premier Staffing Source, Inc. accepts the terms of RFP ETE00115 in its totality.