THIS ADDENDUM #4 TO KELLY SERVICES – SERVICES AGREEMENT is made this 1\textsuperscript{st} day of September, 2017, by and between Stephen F. Austin State University (hereinafter referred to as “University”) and Kelly Services, Inc. (hereinafter referred to as “Kelly”).

The University and Kelly agree to the changes listed below. All other provisions, terms and conditions of the Agreement remain in full force and effect.

**Exhibit A, Pricing and Screening, is modified as follows:**

2. **TERM; LOCATIONS.** The pricing in this Exhibit A will be in effect for one year, beginning September 1, 2017 and ending on August 31, 2018.

3. **HOURLY COSTS FOR ASSIGNED EMPLOYEES**

<table>
<thead>
<tr>
<th>All Service Lines</th>
<th>Mark-Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Service – Kelly Recruits</td>
<td>1.43</td>
</tr>
<tr>
<td>Payroll Service – SFA Recruits</td>
<td>1.35</td>
</tr>
</tbody>
</table>

**Exhibit B, Temporary Employee Services and Performance, is modified as follows:**

1.A. The Term of the Agreement shall be from September 1, 2017 through August 31, 2018, with the anniversary date established as September 1 of each year.

1.B. The University reserves the right to renew the Agreement for one (1) additional one-year period, subject to mutual agreement of both parties.

4.C. **University Holiday Schedule September 1, 2017 thru August 31, 2018**

- November 20-24............................ Thanksgiving
- December 21-January 1 .................... Christmas
- March 12-16................................. Spring Break
- May 28 ...................................... Memorial Day
- July 4 ....................................... Independence Day

IT WITNESS WHEREOF, University and Kelly have executed this ADDENDUM effective on the date provided above.

**UNIVERSITY**

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

**KELLY**

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date
REQUEST FOR PROPOSAL

RFP NUMBER
TEMP-SERVICES-14

ADDENDUM NO. 3
Dated: 08/19/2013

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, THURSDAY, AUGUST 22, 2013

MAIL PROPOSAL TO:
Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Procurement Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:
Crystal Bell
Stephen F. Austin State University
Procurement Services
936-468-6495
email: bellcd@sfasu.edu
Section 2.6 Parking is changed as follows:

2.6.4 Faculty/Staff permits will also be available for temporary employees at a cost based on the temporary employees pay. This permit may not be used by more than one individual.

2.6.5 Contractor/Vendor Permits may be purchased for $170.00 per year (this is for one permit) and anyone that works for the company can use the permit as long as updated vehicle information is provided to the Parking and Traffic Office (936) 468-7275.

Please note the following responses to questions received by email on 08/19/2013:

1. Temporary Parking Permits 2.6.3 and 2.6.4 state that temporary parking permits are available for temporary employees. I know it says the cost of a permit is based upon the employees pay but could you provide is with either a formula or an example with a specific cost for a permit?

Answer: Temporary scratch off parking permits may be purchased for $3.00 per scratch off with a minimum purchase of five scratch offs. One scratch off is equal to one day of parking. You do not have to use the scratch offs continuous. You will receive 5 individual scratch off permits.

Answer: Faculty/Staff permits will also be available at a cost based on the temporary employees pay. Please see table below.

<table>
<thead>
<tr>
<th>Faculty/ Staff or Other Government Agencies</th>
<th>Annual Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary $19,999.99 and Less</td>
<td>$36</td>
</tr>
<tr>
<td>Salary $20,000 - $39,999.99</td>
<td>$60</td>
</tr>
<tr>
<td>Salary $40,000 - $59,999.99</td>
<td>$84</td>
</tr>
<tr>
<td>Salary $60,000 - $79,999.99</td>
<td>$108</td>
</tr>
<tr>
<td>Salary $80,000 - $99,999.99</td>
<td>$132</td>
</tr>
<tr>
<td>Salary $100,000 - $119,999.99</td>
<td>$156</td>
</tr>
<tr>
<td>Salary $120,000 and Above</td>
<td>$180</td>
</tr>
</tbody>
</table>

2. Can these permits be bought in bulk?

Answer: No
REQUEST FOR PROPOSAL

RFP NUMBER
TEMP-SERVICES-14

ADDENDUM NO. 2
Dated: 08/16/2013

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, THURSDAY, AUGUST 22, 2013

MAIL PROPOSAL TO:
Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Procurement Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:
Crystal Bell
Stephen F. Austin State University
Procurement Services
936-468-6495
email: bellcd@sfasu.edu
STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #TEMP-SERVICE-14

ADDENDUM NO. 2

THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED IN ORDER FOR THE RESPONSE TO RECEIVE CONSIDERATION.

RFP Section 3.6.2 v. Exhibit E – Historically Underutilized Business (HUB) Subcontracting Plan has been deleted.
REQUEST FOR PROPOSAL

RFP NUMBER
TEMP-SERVICES-14

ADDENDUM NO. 1
Dated: 08/13/2013

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, THURSDAY, AUGUST 22, 2013

MAIL PROPOSAL TO:
Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Procurement Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:
Crystal Bell
Stephen F. Austin State University
Procurement Services
936-468-6495
email: bellcd@sfasu.edu
STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #TEMP-SERVICE-14

ADDENDUM NO. 1

THIS ADDENDUM MUST BE ACKNOWLEDGED IN ORDER FOR THE RESPONSE TO RECEIVE CONSIDERATION. FAILURE TO ACKNOWLEDGE THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE RESPONSE.

RFP Section 1.9 PERFORMANCE AND PAYMENT BONDS has been deleted.

Please note the following responses to questions received by email 08/12/2013:

1. Who is the current vendor(s)?
   
   **Answer:** Kelly Services and TIBH

2. What is the current spend on this effort?
   
   **Answer:**
   - Kelly Services Fiscal Year 2012 Approx. $42,290.00
   - Kelly Services Fiscal Year 2013 Approx. $43,285.00
   - TIBH Fiscal Year 2013 Approx. $18,337.90

3. Is a local company a preference under this requirement?
   
   **Answer:** All respondents shall have the ability to provide service to Nacogdoches, TX.

**Labor categories used may include, but are not limited to:**

- Training Specialist
- Park Ranger
- Groundkeeper
- Equipment Operator
- Maintenance Assistant
- Maintenance General Labor
- Kitchen Housekeeping
- Custodian
- Printing Services Tech
- Material Handler
REQUEST FOR PROPOSAL

RFP NUMBER
TEMP-SERVICES-14

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, THURSDAY, AUGUST 22, 2013

MAIL PROPOSAL TO:
Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Procurement and Property Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:
Crystal Bell
Stephen F. Austin State University
Procurement and Property Services
936.468.6495
email: bellcd@sfasu.edu
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Exhibit D Financial Proposal
SECTION 1
INTRODUCTION

1.1 SCOPE OF PROPOSAL

1.1.1 Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified agencies to provide temporary staffing services to be provided on an “as needed” basis, and at a minimum in accordance with Section 2, Statement of Work herein. The University anticipates selecting only one vendor with whom to negotiate a final contract.

1.1.2 SFA reserves the right to obtain services of equal type and kind from other sources during the term of the resulting Agreement without invalidating in whole or part the resulting Agreement or any rights or remedies SFA may have hereunder.

1.2 CONTRACT TERM

1.2.1 The Term of the Agreement shall be from September 1, 2013 through August 31, 2014, with the anniversary date established as September 1 of each year.

1.2.2 The University reserves the right to renew the Agreement for five (5) additional one-year periods, subject to mutual agreement of both parties.

1.2.3 The contracted percentage mark-ups shall be reviewed and negotiated annually and shall be effective on the anniversary date of each year. Notwithstanding, to the extent the agency suffers economic impact due to changes in federal or state laws, Stephen F. Austin State University will negotiate in good faith with the Agency within any given contracted year.

1.2.4 The agency shall advise the university anytime there is a change in hourly pay rates provided by agency in Exhibit D. The university reserves the right to negotiate pay rates for any given temporary employee based on a department’s budgetary needs.

1.3 RESPONDENT QUALIFICATIONS

All Respondents submitting proposals shall be qualified staffing agencies with the ability to provide service in Nacogdoches, Texas.

1.4 SFA INFORMATION

1.4.1 SFA is an institution of higher education operated as an agency of the State of Texas. SFA employs approximately 1400 full and part-time faculty and staff members. SFA had an enrollment of 12,999 full and part-time students during the fall 2012 semester. Most staff positions are based on a 12-month appointment coinciding with the fiscal year (9/1-8/31). Contracts are executed only for faculty members, and limited other appointments. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.
1.5 **SCHEDULE OF EVENTS**

Issuance of Request for Proposals ................ August 8, 2013

Proposal Closing ............................................. August 22, 2013  5:00pm

Evaluation of Proposals and Selection of Finalists and/or Negotiations .......................... August 23, 2013 until awarded

Award of Agreement ....................................... August, 2013

*Dates are tentative and subject to change.

1.6 **OPEN RECORDS**

The parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to the Texas Public Information Act.

1.7 **HISTORICALLY UNDERUTILIZED BUSINESSES**

In accordance with Gov’t Code 2161.252, Stephen F. Austin State University has determined that subcontracting opportunities are not probable under this contract.

Stephen F. Austin State University is an equal opportunity employer and all Historically Underutilized Businesses (HUBs) are encouraged to participate. In addition, SFA actively promotes a Historically Underutilized Business program in compliance with the State of Texas. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University’s HUB program can be found at [http://www.sfasu.edu/purchasing/703.asp](http://www.sfasu.edu/purchasing/703.asp).

1.8 **CONFIDENTIALITY**

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

a. The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor’s duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to
another or use for Contractor’s, its management’s, employees’ or agents’ own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

1.9 PERFORMANCE AND PAYMENTS BONDS
The cost of all bonds must be included in the response.

If the bid amount is greater than $100,000, a performance bond is to be provided in the amount of 100% of the contract amount. If the bid amount is greater than $25,000, a payment bond is to be provided in the amount of 100% of the contract amount. These bonds are to be made payable to SFA, are to be drawn on a surety authorized to do business in the State of Texas, and are to be on forms acceptable to the University.

Required bonds are to be delivered to the SFA Purchasing Department within fourteen (14) days of notification award. Failure to submit the bond within the required timeframe will be considered breach of contract, and any contract awards, either verbal or in writing will be considered null and void.

1.10 ALTERNATE DISPUTE RESOLUTION
To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by SFA and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration of SFA shall examine Contractor’s claim and any counter claim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by SFA nor any other conduct, action or inaction of any representative of SFA relating to this contract constitutes or is intended to constitute a waiver of SFA’s or the state’s sovereign immunity to suit; and (iii) SFA has not waived its right to seek redress in the courts.
SECTION 2
STATEMENT OF WORK

2.1 SCOPE OF WORK
Stephen F. Austin State University, hereafter referred to as "SFA" or "the university," is seeking responses for a temporary employment agency to handle the university’s temporary staffing needs. Staffing needs may be short term and unplanned, or long term and planned, while others will be for projects with specific duration. Such services may include, but are not limited to:

2.1.1 identify candidates to be placed in specific temporary assignments;
2.1.2 allow SFA to identify candidates to be placed in assignments and have them placed through the Agency at Hourly Rates specified by SFA;
2.1.3 comply with all terms and conditions of the final Agreement;
2.1.4 comply with all federal and state laws governing the provision of temporary staffing services.

2.2 NO SOLITATION ON CAMPUS
No solicitation shall be conducted on the university. All communication from the agency must come through the Procurement and Property Services Department.

2.3 TEMPORARY EMPLOYEE PERFORMANCE

2.3.1 When a temporary employee accepts an assignment it is to be understood that reporting on time is mandatory. If for any reason they cannot report for work, the temporary employee is to notify the SFA department and Agency.

(a) Standard working hours are expected to be 8:00am to 5:00pm, Mon.-Fri. excluding holidays and lunch hour (12:00-1:00pm). Exact times will be coordinated with the requesting department. Some departments may require weekend work.

(b) Agency will be expected to work with the SFA Contract Administrator for departments having special needs including, but not limited to, 7:00am-4:00pm working hours or 7:00am requests for immediate placement. The University anticipates that all requests for placements will be made through the Procurement and Property Services Office, which has operating hours of 8:00am-5:00pm.

(c) University Holiday Schedule September 1, 2013 thru August 31, 2014

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2</td>
<td>Labor Day</td>
</tr>
<tr>
<td>November 28-29</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>December 23-31</td>
<td>Christmas</td>
</tr>
<tr>
<td>January 1</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>March 10-14</td>
<td>Spring Break</td>
</tr>
<tr>
<td>May 26</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

(d) Temporary employees are expected to report to work in a fit and safe condition. Temporary employees must be free of illegal drugs or alcohol while at work. Temporary
employees taking prescription medications that impair their ability to work safely are also subject to this provision.

(e) Temporary employees shall perform required services in a professional manner pursuant to a scope of work and worksite established by the University.

(f) Temporary employees shall observe and comply with all policies and regulations of the facilities, including, but not limited to, smoking, parking and security.

(g) SFA must be informed of any extenuating or extraordinary circumstances or qualifications regarding any temporary employee before they are placed on assignment at the University.

(h) In the event a temporary employee is injured or becomes acutely ill while on duty at the University, the Agency will immediately assume responsibility for the injured or ill temporary employee and will provide SFA with procedures on handling such situations.

2.4 OVERTIME

2.4.1 SFA may request, and Agency shall provide, service on an overtime basis. Overtime shall be after forty (40) hours worked at SFA within a seven (7) day period. All requests for overtime require the prior approval of the requesting SFA department authorized designee.

2.4.2 Because of the possible applicability of the Fair Labor Standards Act to state employees in connection with overtime compensation to an employee who works in excess of a forty-hour week (for work not performed at SFA), any joint employment resulting in overtime compensation being due shall require the Agency to indemnify and hold harmless SFA from any and all claims arising out of the joint employment.

2.4.3 Agency must carefully monitor all temporary employees to assure the temporary employee is not in an overtime situation due to multiple job assignments at SFA. If this occurs, Agency will be responsible for overtime pay, not SFA, and Agency is to indemnify and hold harmless SFA from any and all claims arising out of the Agency’s oversight or omission.

2.5 RIGHT OF REFUSAL

2.5.1 SFA reserves the right to allow a placement, or to refuse, or discontinue a placement based upon review of the documentation listed in Section 2.15. SFA reserves the right to require Agency’s immediate removal of temporary employee from SFA’s facilities based on the written documentation listed in Section 2.15. The Agency shall remove the temporary employee immediately and replace him/her as soon as possible.

2.5.2 SFA reserves the right to replacement if the temporary employee placed does not satisfactorily perform duties or their personality does not fit requirements as deemed necessary by this position. Agency shall remove the temporary employee immediately and replace him/her as soon as possible.
2.6 PARKING

2.6.1 All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus.

2.6.2 Temporary employees shall be subject to the parking rules and regulations of the University, including the payment of parking fees. Agency shall be responsible for resolving, should they arise, any parking regulation disputes and violations.

2.6.3 Temporary parking permits are available for temporary employees and may be purchased through the Parking and Traffic Office (936) 468-7275. The cost of the temporary permit depends on the longevity of the temporary assignment. Temporary permits may not be used by more than one individual.

2.6.4 Faculty/Staff permits will also be available for temporary employees at a cost based on the temporary employees pay. This permit may be used by more than one individual as long as updated vehicle information is provided to the Parking and Traffic Office (936) 468-7275.

2.7 TRANSFER OF TEMPORARY EMPLOYEES BETWEEN AGENCIES
In the event of a change in contractor at the end of the contract period, the new Agency will offer employment to all temporary employees currently in service to the University, but the new Agency will not be required to retain those who do not meet its standards. In the event of a change in contractor at the end of the contract period every attempt shall be made to insure no disruption in service to the University’s temporary labor force.

2.8 SFA’S RIGHT TO HIRE

2.8.1 SFA reserves the right to hire temporary employee(s) without being assessed a finder’s fee or penalty, after a temporary employee has been placed a minimum of 30 calendar days.

2.8.2 The University may elect to pay a fee, if any, to hire a temporary employee prior to the end of the 30 calendar day period.

2.9 AGREEMENT COMMUNICATIONS

2.9.1 The Director of Procurement and Property Services for SFA, or designee, shall decide all questions that may arise as to the fulfillment of the Agreement on the part of the Agency, and his/her determination thereon shall be final and conclusive.

2.9.2 The Director of Procurement and Property Services for SFA, or designee, shall serve as the Contract Administrator.

2.9.3 Meetings will be held as needed for communication and problem solving resolutions.

2.9.4 Facsimile or email communications will be standard procedure for SFA to request temporary staffing from the Agency.
2.10 PAYMENT

2.10.1 SFA shall compensate Agency for its services in accordance with the percentage mark-ups quoted herein. Rates shall reflect the full scope of work to be performed, inclusive of associated costs for travel, labor, insurance, taxes, overhead, and profit. SFA will only pay for overtime approved by the requesting department. SFA will not pay for holidays.

2.10.2 Payment shall be made within thirty (30) days after the University’s receipt of a properly submitted itemized invoice from Agency. Invoices shall detail the charges for temporary personnel by Name, Social Security Number, SFA Department, dates of service and hours worked. Charges for late payments shall be made in accordance with the Prompt Payment Act of Texas.

2.10.3 Agency is responsible for the provision of and cost of any and all other administrative functions related to performance of the Agreement. SFA will not be responsible for any payroll function other than timely provision of hours worked information.

2.11 INDEPENDENT CONTRACTOR

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage, retirement benefits or worker’s compensation coverage. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

2.12 COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Agency is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Agency shall be responsible for assuring that all persons engaged by Agency in the performance of work hereunder are authorized to work as required by the aforementioned Act in both its present form and any future requirements passed under said Act.

2.13 MINIMUM WAGE REQUIREMENTS

Agency must comply with the Fair Labor Standards Act (FLSA) of 1938, as amended, and U.S. Department of Labor Regulations Part 516 pertaining to employee record keeping requirements.

2.14 TEMPORARY EMPLOYEE WITH SFA RELATIONSHIPS

2.14.1 While carrying out any of the services associated with this Agreement, Agency shall not hire or utilize the services of any person currently in the employment, either full-time or part-time, of Stephen F. Austin State University.
2.14.2 Agency must inform SFA department of the name of any of its workers who are related to any SFA employee or is a past SFA employee. This must be done prior to any assignment to SFA under the Agreement. The worker’s assignment is subject to the approval of SFA. Falsification will be grounds for termination of the Agreement.

2.15 DOCUMENTATION

2.15.1 At any time during the term of the resulting Agreement, SFA may require Agency to provide SFA with a complete dossier on each temporary employee who has been given an assignment at SFA. The dossier shall contain, at a minimum, personal identification information such as the person’s full name, address, social security number, education, employment history, job references, certifications and licenses (with expiration dates), conviction record and a copy of a *Physician’s Statement of Satisfactory Health.

*SFA does not anticipate having all temporary employees pass a physical exam prior to being placed. If a Statement of Health already exists in the dossier requested, it must be provided. The only requirement for a Statement of Health might be in the case of a temporary employee requesting a disability accommodation.

2.15.2 Criminal Background Check

(a) The Agency shall be required to conduct a criminal background check upon request. The background check is to be completed prior to the temporary employee reporting to work or at anytime while the temporary employee is providing services to the University.

(b) The University department to whom the temporary employee is provided shall indicate the county(ies) for which the criminal background check is to be performed. The department shall be notified of the results of the report within 24 hours. Any temporary employee failing to pass the background criminal check will be immediately terminated and an acceptable replacement provided.

(c) Agency shall not charge the University for a second criminal background check if one has been completed for SFA within the preceding (six) 6 month period unless specifically requested by the department. The University shall be promptly notified when the provided criminal background check was previously submitted.

2.16 VEHICLE USE

2.16.1 If requested, the Agency must supply temporary employee(s) that will be required to drive a University vehicle. Employees so placed must meet the applicable university policies regarding University employees who use University vehicles, despite the fact that temporary employees are not considered employees of the University. Those requirements include but are not limited to; providing evidence of an appropriate, valid Texas driver’s license, or a valid out of state license if an active duty member of the military or reserves; providing evidence of the satisfactory completion of a course of defensive driving; and, providing evidence from the Driver Records Division of the Texas Department of Public Safety, or out of state driver record bureau if an active duty member of the military or reserves, of a satisfactory driving record. Any temporary employee failing to pass the requirements for driving a University vehicle when it is a required part of the job will be terminated immediately.
2.16.2 To be certified for a university motor vehicle in excess of one-ton capacity, the employee must demonstrate proficiency in the operation of the type of vehicle in question. Demonstration of the proficiency shall be indicated by an endorsement to the Approved Driver Certificate.

2.16.3 If driving a University vehicle is a job function added to the temporary employee’s job duties after being placed, the University may choose to send the employee to University provided defensive driving courses. The University department will absorb the cost for such courses. Time utilized to attend such courses will be considered work time and will be paid at the contracted hourly rate.

2.17 GENERAL INFORMATION

2.17.1 Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker’s Compensation and Employer’s Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor’s insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers’ compensation policy.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.

The workers’ compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor’s policy or under the policy provided by a subcontractor. The Contractor’s policy shall provide that, in the event that a subcontractor’s policy fails to provide worker’s compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by SFASU, the minimum insurance coverage as follows:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation Coverage OR</td>
<td>Employer’s Liability with $1,000,000 each occur/aggregate</td>
</tr>
</tbody>
</table>
2. Comprehensive General Liability
   a. $1,000,000 each occur
   b. $2,000,000 general aggregate
   c. $2,000,000 products

3. Comprehensive Automobile Liability
   $1,000,000 combined single limit

2.17.2 Termination

(a) In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the defaulting party thirty (30) days written notice.

(b) Notwithstanding the foregoing either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

(c) Notwithstanding anything to the contrary, SFA reserves the right to cancel immediately due to non-performance or as specified. Upon said termination, Agency shall be paid for all services satisfactorily rendered to the date of said termination in accordance with this Agreement. The University shall be the sole judge of the acceptability of services provided hereunder.
SECTION 3
INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

3.1.1 All questions regarding the RFP, or response must be forwarded to:
Crystal Bell
Contracting Specialist
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.6495
Fax: 936.468.4282
Email: bellcd@sfasu.edu

3.2 SUBMITTAL DEADLINE AND LOCATION

3.2.1 All proposals must be received by SFA no later than 5:00pm, Thursday, August 22, 2013.

3.2.2 Proposals are to be submitted to:

MAIL PROPOSAL TO:  HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University  Stephen F. Austin State University
Procurement and Property Services Procurement and Property Services
P.O. Box 13030, SFA Station 2124 Wilson Drive
Nacogdoches, TX  75962-3030 Nacogdoches, TX  75962

3.2.3 All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee’s on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mail room will not be deemed sufficient. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.

3.2.4 Proposals will be publicly opened Friday, August 23, 2013 at 9:00am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

3.2.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

3.2.6 Faxed or electronically mailed proposals will not be accepted.

3.2.7 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

3.2.8 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.
3.3 **SUBMITTAL INSTRUCTIONS**

3.3.1 All proposals must be submitted in the format prescribed in Section 3.6.

3.3.2 **Each Respondent must submit at least one original proposal with original signatures on the Execution of Offer and Form of Proposal and three (3) complete copies.**

3.3.3 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

3.3.4 Each respondent, by submitting a proposal, represents that the respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

3.3.5 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (Exhibit A) will be rejected as a material failure.

3.4 **ACCEPTANCE AND FORMATION OF AGREEMENT**

3.4.1 No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

3.4.2 The University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

3.4.3 SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.
3.5 EVALUATION CRITERIA

3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

3.5.3 Criteria

(a) 40% – Exhibit D, Financial Proposal;
(b) 5% – Value Added Service;
(c) 15% – Exceptions to the Statement of Work, including perceived ability to negotiate a mutually agreeable contract;
(d) 40% – Exhibit C, Administrative Processing and Quality Assurance Questionnaire

3.6 PROPOSAL FORMAT

3.6.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. Respondents shall organize their proposal in a point-by-point format according to Section 3.6.2. Failure to follow point-by-point presentation could be grounds for disqualification.

3.6.2 Proposal shall include the following information and be submitted in the following order:

a. Required Submittals – failure to provide any of the following documents will result in disqualification of the proposal from further consideration
   i. Exhibit A – Signed Execution Of Offer
   ii. Exhibit B – Acknowledgement of Addenda, if any
   iii. Exhibit C – Administrative Processing and Quality Assurance Questionnaire
   iv. Exhibit D – Financial Proposal
   v. Exhibit E – Historically Underutilized Business (HUB) Subcontracting Plan

b. Other Submittals
   i. List any value added services provided by the agency
   ii. List any exceptions to the Statement of Work
EXHIBIT A
EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:
Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer’s Identification Number: __________________________
Sole Owner should also enter Social Security No.: __________________________
Respondent/Company: __________________________
Signature (INK): __________________________
Name (Typed/Printed): __________________________
Title: __________________________
Street: __________________________
City/State/Zip: __________________________
Telephone No/Fax No: __________________________
Email: __________________________

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.
EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _______    Dated ______________
Addenda No. _______    Dated ______________
Addenda No. _______    Dated ______________
Addenda No. _______    Dated ______________
Addenda No. _______    Dated ______________

Respondent/Company: ______________________________

Refer to the SFA Procurement and Property Services Department website to confirm all addenda issued:  http://www.sfasu.edu/purchasing/122.asp
EXHIBIT C
ADMINISTRATIVE PROCESSING AND QUALITY ASSURANCE QUESTIONNAIRE

1. Describe the types of criminal background checks available.

2. Describe testing and qualifications check you require when hiring personnel.

3. Describe the training, both initial and on-going, you provide for your personnel.

4. Provide your mean response time to having a temporary employee(s) at a client’s site.

5. It may be desirable for the agency to provide services such as a newsletter, informational training, quality of service surveys, etc. for SFA departments. Please comment as to whether you can accommodate these services, if desired by SFA.

6. Describe the methodology used to fill staffing requests to insure the best available temporary employee to meet the University’s needs.

7. Describe procedures for resolving problems with temporary employees.

8. Describe the procedure that temporary employees follow to enter time worked.

9. Describe the procedure for the university to approve a temporary employees time worked.
EXHIBIT D
FINANCIAL PROPOSAL

Having carefully reviewed the specifications and related documents affecting the proposal to provide temporary staffing services to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name:__________________________________________________________
Authorized Signature:_______________________________________________________

1. Provide a list of the all classifications of temporary personnel your company provides, including classification description, published Hourly Pay Rate (amount to be paid to the temporary employee) or other pricing structure, and the number of people in each category that are currently listed and active with your company (i.e. “on call” or “placed”). Indicate which classifications you consider your specialty.

2. Percentage mark-up applied to Hourly Pay Rate when agency locates and provides temporary employees for placements: _______________%

3. Percentage mark-up applied to Hourly Pay Rate when SFA identifies individuals to be placed, using Agency for placements: _______________%

4. Overtime mark-up applied to Hourly Pay Rate for any position: _______________%

5. Fee that SFA will pay should SFA hire a temporary employee, identified through Agency, direct from placement to a SFA employee prior to the end of the 30 calendar day period as defined in 2.8 SFA’s Right To Hire: $_______________

6. Fee that SFA will pay should SFA hire an individual, originally identified through SFA and placed by Agency, as a SFA employee prior to the end of the 30 calendar day period as defined in 2.8 SFA’s Right To Hire: $_______________

7. Criminal Background Check: $___________