

## RFP 4201 Solicitation - Vendor Submission


**Vendor Information**

**Company Name:** Peoplelink Staffing Solutions  
**Contact Name:** Pamela Thurston  
**Contact Title:** Area Manager  
**Address:** 161 Marcell Drive  
**City:** Rockford  
**State:** MI  
**Zip Code:** 49341  
**Other:**  
**Email:** pgoodfellow@peoplelinkstaffing.com  
**Phone:** (616) 863-4990  
**Business Type:**

**Addenda**

X - No addenda was received

**Attachments**

 [Peoplelink Staffing Solutions\\_RFP4201\\_1\\_Mon Dec 07 09:13:28 EST 2020.pdf](#)

**Additional Vendor Comments:**



## STAFFING SERVICES AGREEMENT

**Parties** "**Customer**" means Kent County "Staffing Firm" means **Peoplelink, LLC** (d/b/a Peoplelink Staffing Solutions, Zing Professional Recruiting, Trade-Management, and TeamSoft).

**Geographic and Organizational Scope** This Agreement will be effective for (check one box):

- All Customer locations and affiliated entities with at least 50% common ownership.
- Only the following Customer locations and entities: \_\_\_\_\_

**Staffing Firm's Services, Risks, and Responsibilities** as Staffing Firm's Services to Customer, Staffing Firm will assign certain of its employees ("Associates") to do work for Customer's business or organization. Staffing Firm does not guarantee that all Customer orders will be filled. Staffing Firm is and remains the Associates' sole common law employer, and its risks and responsibilities include:

- Recruiting, selecting, and hiring Associates in accordance with applicable federal and state laws
- Obtaining and administering I-9 documentation of Associates' right to work in the United States
- Ensuring its compliance as a staffing firm employer of Associates with the Occupational Health and Safety Act of 1970
- Maintaining personnel and payroll records on Associates
- Complying with the Affordable Care Act with respect to Associates
- Exercising supervision of Associates for human resources matters
- Assigning Associates to Customer that possess the requested qualifications that Staffing Firm represents them to have
- Replacing Associates if their performance is not adequate
- Establishing, calculating, and paying Associates' wages
- Make available benefits that Staffing Firm offers to Associates
- Withholding, remitting, and reporting on Associates' payroll taxes, contributions, and insurance premiums for programs that Staffing Firm is legislatively mandated to provide to Associates
- Providing workers' compensation benefits or coverage for Associates in amounts at least equal to what is required by law
- Fulfilling the employer's obligations for unemployment compensation insurance
- Complying with employment laws, as they apply to Staffing Firm as a common law employer
- Making legally-required employment law disclosures (wage-hour posters, etc.) to them
- Performing interactive processes required to make individual judgments under employment laws
- Responding to subpoenas that inquire about Associates' employment with Staffing Firm, whether on assignment to Customer or not
- Endeavoring to reassign Associates in good standing when their work assignments end
- Terminating the employment of Associates, as necessary
- Paying for injury to people or loss to property caused by negligent conduct of Associates, to the extent that the injury or loss is caused by Staffing Firm's failure to properly perform the duties of a common law employer

Staffing Firm shall have the right to ensure the safety of the work performed by Associates on assignment to Customer. This overall right, which is not a duty to Customer or to third parties, includes, without limitation, the rights to:

- Physically inspect the work site and work processes to which its Associates are assigned
- Assess the working conditions to which Associates will be exposed on assignment to Customer
- Specify work tasks that Associates shall not be asked to perform
- Provide appropriate general safety training to Associates in language that they understand
- Confirm that Customer has provided the site-specific safety and health training and safety and personal protective equipment required by law or by Customer's work rules
- Conduct investigations of accidents and incidents relevant to Associates' assignments
- Audit Customer's safety and training records as they apply to Associates and their work
- Review and address the work performance of Associates (unilaterally or in coordination with Customer)
- Enforce Staffing Firm's policies relating to Associates

**Customer's Risks, Responsibilities and Unauthorized Actions** Customer's risks and responsibilities include:

- Maintaining a safe and healthy workplace for Associates in full compliance with the law and according to the assumption that Customer has all of the safety obligations with respect to Associates that it has with respect to its own employees
- Including Associates in Customer's safety and hazard communication programs and upon request, provide Staffing Firm documentation of all applicable training
- Providing Associates with instructions, training, orientation, assistance, supervision, and time for performing their assignments comparable to what Customer provides to its own employees
- Providing Associates and Staffing Firm with timely and adequate notice of all unsafe conditions or potential hazards at the workplaces where Associates will work or be located
- Notifying Staffing Firm immediately of any accidents or incidents involving Associates and of any inspection or request for information by OSHA or its state counterparts
- The work and work product of Associates in the Customer's business or organizational activities
- Providing Associates with information, training, and safety equipment for any hazardous substances present in Customer's operations
- Ensuring that Customer's fringe benefit and employee benefit plans and policies effectively exclude Associates from participation
- The conduct of Customer's officers, employees, and agents (except to the extent Customer is immune from suit for workplace injuries covered by Staffing Firm's workers' compensation program)
- The acts and omissions of Associates acting under the direction of Customer's officers, employees, or agents
- Duties or findings imposed by law on recipients of staffing services
- Protection and security of Customer's intellectual property
- The products or services of Customer's business
- Losses enabled or enhanced by lack of reasonable supervision, process controls, safeguards, or backups
- Risks arising from the exposure of Associates to: cash, credit cards, check-writing materials, or negotiables; keys, merchandise, confidential information, or other valuables; sensitive or unsupervised premises; or passwords, user IDs, combinations, or PINs other than those properly issued to them, except as may be expressly provided in this Agreement
- Risks arising from Associates' being required or allowed to travel or operate motor vehicles or machinery on assignment, except as may be expressly provided in this Agreement

Customer is not authorized by Staffing Firm to, and shall not:

- Directly discipline or purport to terminate the employment of any Associate
- Change or increase the duties that Associates are expected to perform on assignment, without prior consultation and written approval of Staffing Firm
- Pay or deliver to Associates any form of compensation
- Discuss compensation matters with Associates
- Discuss the direct hiring of Associates, without prior consultation, approval, and fulfillment of the conversion terms of this Agreement
- Hold Associates out as its employees, such as by issuing business cards, letterhead, email signature blocks, or other indicia of position to the Associate that do not identify the Associate as an employee of Staffing Firm
- Instruct, or allow Associates to operate heavy equipment or unprotected machinery, perform any work duties on ladders or scaffolding more than 6 feet off the floor, work in positions requiring the use of respirators or where exposure to lead or asbestos is possible, work in positions requiring confined space entry, or operate a vehicle.

**Relationship of Parties** The Parties are independent contractors are not each other's partners, joint ventures, principals, agents, insurers, or representatives. Associates are not authorized to commit Staffing Firm to any obligation, duty, or position.

**Removal of Associates; End of Assignments** At Customer's direction at any time and for any reason, Staffing Firm will remove any Associates from assignment to Customer. Staffing Firm may also remove Associates from assignment at any time and, if the reasons for removal permit, will give Customer at least one week of prior notice of such removal. Customer will notify Staffing Firm of its decision to end an Associate's work assignment and of any other reason why the assignment is ending or has ended.

**Drug and Background Screening** Staffing Firm's basic screening process does not include criminal background checking, drug testing, or credit checking. On Customer's written request and/or as agreed to in Exhibit A, a criminal background check or drug screenings of prospective Associates will be conducted. Staffing Firm shall apply its own adjudication and selection criteria to the results of such background checks when placing Associates on assignment to Customer.

**Biometric Data.** Clients using biometrics and biometric timekeeping systems are responsible for ensuring their systems are in compliance with all applicable state and federal laws. Clients must have in place policies regarding biometric data collection and retention, obtain employee consent before collecting biometric data, and take steps to securely store and protect from disclosure any biometric information that is collected. Additionally, the client may not disclose biometric information except in limited circumstances as required by law. Clients may not sell, lease, trade or otherwise profit from any individual's biometric information.

**Associates' Agreements for Benefit Waivers, Confidentiality, and Work for Hire** Staffing Firm will require Associates to acknowledge that they will have no right to participate in any of Customer's employee benefit plans or benefit-oriented policies, to agree to keep in confidence any confidential information they might receive or observe on assignment for Customer, and to acknowledge Customer's right to all creative "work for hire" performed by them for Customer. At Customer's request, Staffing Firm will require Associates to sign Customer's versions of such agreements, if those versions are approved by Staffing Firm. On Customer's request, Staffing Firm will execute assignments to Customer of any rights that it may have to intellectual property developed by Associates pursuant to their assignment to Customer. Information observed by or disclosed to Associates will not be considered to have been observed by or disclosed to Staffing Firm.

**Rates** If any government-mandated cost (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, assessable payment, contribution, benefit, or fee) is imposed, increased, adjusted, or newly introduced with respect to Associates assigned to Customer, Staffing Firm will notify Customer and add its pretax cost, without markup, to Customer's invoices (or separately invoice the costs) for all periods of work covered by the Rate Schedule or other rates quoted before the costs accrue.

**Overtime** Unless otherwise specified in this Agreement or its Exhibits, Customer's bill rate for overtime hours will be the same multiple of the regular time bill rate as Staffing Firm is required to apply to the Associate's regular time pay rate.

**Conversion of Associates or Candidates** During the Contract-To-Hire duration, Customer agrees to the rates and fees as defined in **Exhibit A**. Customer may not directly or indirectly solicit, participate in or promote the solicitation of any Associate to leave the employ of Staffing Firm, or hire or engage any Associate during or within one hundred and eighty (180) days following the period for which the Associate last performed services for Customer under this Agreement. If Customer hires the Associate, either directly or indirectly, within one hundred and eighty (180) days, Customer will pay Staffing Firm a fee equals the Associates original bill rate less the original payrate multiplied by the remaining Contract-To-Hire duration (hours) stated on **Exhibit A**. However, if the Associate has completed the Contract-To-Hire duration requirements as defined in **Exhibit A**, Customer will not be subject to a fee for directly hiring the Associate. If the Customer chooses to hire the Associate before the Contract-To-Hire duration requirements are met, a conversion fee will be charged as defined in **Exhibit A**.

If Staffing Firm refers a candidate for Customer's consideration as an Associate or as Customer's direct employee, but the person is never assigned as an Associate to Customer, and Customer, within 180 days after the referral, obtains that candidate's services by direct hire or by assignment, arrangement, or contract from a source other than Staffing Firm, Customer will pay Staffing Firm a placement fee of 25% of the annualized pay rate of the original assignment.

**Invoicing, Time Worked, and Payment** Customer agrees to pay Staffing Firm for all compensable time worked by Associates assigned to Customer. Compensable time may include time related to Associate interviews with Customer for potential Staffing Firm assignments, at rates consistent with the pay and bill rates proposed for the position and the candidate's pay rate history.

By 5:00 pm on the Monday following the end of each work week, Customer shall either approve or dispute the time worked that is reported by Associates, and time worked that is reported by an automated timekeeping system will be deemed approved by Customer. If Customer limits an Associate's work day to less than 4 hours, Staffing Firm may deem that day to include 4 hours of time worked and may bill Customer for 4 hours if Staffing Firm pays the Associate for the 4 hours. If Customer cancels an assignment prior to start of that assignment, Customer may be subject to billing charges incurred by Staffing Firm for background checks and/or drug screens.

Staffing Firm will send invoices for each Monday-Sunday work week to Customer's designated location or representative during the following week. Invoices will be dated as of the last day of the workweek. Payment terms are Net 15 from invoice date. Customer will promptly notify Staffing Firm of any disputed item, and Staffing Firm will work with Customer to resolve such item. Invoices that are undisputed by Customer for more than 60 days after the invoice date will be presumed correct.

**Contractual Contribution** Each party will bear or insure only the risks and responsibilities inherent in its own business and, as permitted by law, will be obligated to pay or indemnify the other party only for claims, losses, penalties, and damages to the extent they arise directly from those risks and responsibilities under this Agreement, plus, to the same extent, all reasonable and necessary costs, expenses, and legal fees associated with them. When multiple risks or responsibilities are involved in an indemnity issue, they will be applied according to their comparative shares of causation of the events and damages. Risks or responsibilities not allocated by this Agreement will be borne by each party in proportion to the extent that the risk or responsibility is inherent in that party's business.

A party need not pay the other party for special, indirect, consequential, or lost profit damages suffered directly by the other party. To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. If the parties do not agree on the indemnification obligations attaching to a pending matter, indemnification payments and duties will not be required until the underlying matter is finally resolved and the facts bearing on indemnification have been determined. The parties will cooperate with each other in the investigations and resolution of all claims and other matters involving Associates.

**Hazard Communication and Safety Training.** Peoplelink strives to minimize risk or harm to employees. Peoplelink provides general safety instruction prior to placement. The client holds the primary responsibility for site/job specific training and hazard communication since the client may use chemicals, creates and controls the hazards in the facility, and is, therefore, best suited to inform temporary employees of the hazards specific to their workplace environment.

**Worksite Evaluations/Assignments.** Client agrees to facilitate periodic (annual and quarterly) worksite evaluations with Peoplelink staff. These evaluations focus on the job specific activities of the temporary staff and general conditions. During the evaluation training documents will be reviewed and copies of such may be requested. Changes to the job process or new job assignments for temporary employees should be communicated to the Peoplelink office prior to implementation.

**OSHA Reporting.** The client also agrees, in accordance with OSHA regulation "Id. § 1904.31(b)(2)", and the OSHA Temp Services Initiative, to record and report any temporary employee recordable injuries and illnesses (OSHA 300 log) on the client's log. Peoplelink agrees to maintain related workers comp documentation, claim investigation and claim management and to notify client as appropriate of a worker's claim and in jury status.

**Governing Law** This Agreement, and all claims or causes of action (whether in contract, tort *or statute*) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, *and enforced in accordance with*, the internal laws of the State of Indiana, including its statutes of limitations.

**Special Terms and Indemnity for Affordable Care Act** Staffing Firm shall maintain a health plan under which it will offer "affordable", "minimum value" health insurance to its "full-time" employees and their "dependents," as the foregoing quoted terms are defined by the Affordable Care Act of 2010 and its regulations, as interpreted by the federal courts. Staffing Firm shall add a surcharge on its invoices to Customer for the Associates who are actually enrolled in such coverage; Customer may audit Staffing Firm's records to confirm the number of Associates for whom such a surcharge is made. Associates assigned to Customer shall be generally eligible for this plan; however, because of the flexibility of the ACA, not all Associates will necessarily be eligible for an actual offer of coverage at all times while assigned to Customer. By its participation rules, offers of coverage, and premium charges to Associates, Staffing Firm will ensure that no Associates assigned to Customer will be able to generate assessable payments for their common law employers under IRC §4980H.

To the extent required by law, Staffing Firm will report Associates as Staffing Firm's employees in reports that Staffing Firm files and furnishes under Internal Revenue Code sections 6055 and 6056. If an insurer for Staffing Firm files and furnishes reports and statements required under Internal Revenue Code section 6055, Staffing Firm will ensure that the insurer includes the Associates and identifies Staffing Firm as the plan sponsor of the coverage provided to them.

Staffing Firm will indemnify Customer for any "assessable payment" for which Customer becomes finally and unappealable liable under Internal Revenue Code §4980H with respect to Associates, to the extent such payment is caused by any failure by Staffing Firm to comply with this Agreement. If Customer receives notification from any government entity of its potential liability for any such taxes, penalties, or other liabilities relating to Associates, Staffing Firm shall fully cooperate, at its reasonable expense, with Customer's efforts to object to or appeal any such determination of liability or potential liability. This indemnity obligation is conditioned on:

- Customer's notification of Staffing Firm within ten days after Customer's obligation for such payments is finally and unappealably determined by the U.S. Government;

- Customer’s offer for Staffing Firm to fully control the defense or settlement of the allegation from the outset of the process; and
- Customer’s complete cooperation with Staffing Firm’s elective defense or settlement efforts.

**Duration** This Agreement will continue in force unless one party gives the other party at least 30 days written notice of its intention to conclude it. Conclusion of the Agreement will end the staffing relationship, but the Agreement will continue to govern the parties' rights and obligations with respect to the business done and the Associates assigned before conclusion of the Agreement.

**Entire Agreement; Amendment** This Agreement and any attachments contain all of the terms between Customer and Staffing Firm on the subject of staffing services and replaces all prior agreements and representations on the subject. This Agreement may be modified or supplemented only by a signed and dated written amendment referring to it. Forms and other communications that may be used by the parties in their staffing relationship (including purchase orders, timecards, invoice recitals, correspondence, and electronic mail) will not supersede, supplement, modify, or control this agreement.

**Savings Clause** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

CUSTOMER	STAFFING FIRM
<hr/>	<p><b>Peoplelink Staffing</b></p>
<p>By: _____ Signature</p>	<p>By: _____ Signature</p>
<p>_____ Printed Name</p>	<p><u>Courtney Morgan</u> Printed Name</p>
<p>_____ Title</p>	<p><u>Branch Manager</u> Title</p>
<p>_____ Date Signed</p>	<p><u>_12/07/20</u> Date Signed</p>