



## Joinder Use Contract

Contract # CBE 607572-25

**togetherforbetter**

**Title: Utilization of State of Nevada Contract No. 99SWC-S3128  
for Temporary Employment Services**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and **MARATHON STAFFING GROUP, INC.** (herein referred to as "CONTRACTOR"),

Whereas, (i) CONTRACTOR and **State of Nevada** (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 99SWC-S3128 dated June 10, 2025 which provides for **temporary employment services** (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and CONTRACTOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following: N/A
2. As required pursuant to NRS 332.195, CONTRACTOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.
3. The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.
4. The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, or negotiate a new contract at any time during the term of this Contract.
5. Any change or modification to the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

COUNTY  
Clark County  
Attention: Purchasing and Contracts Division  
500 South Grand Central Parkway  
Fourth Floor  
Las Vegas, Nevada 89155-1217  
Fax #: (702) 386-4914

CONTRACTOR  
Marathon Staffing Group, Inc. \_\_\_\_\_  
769 Basque Way #100 \_\_\_\_\_  
Carson City, NV 89706 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: JESSICA COLVIN Title: Chief Financial Officer

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: Sarah Schaerrer  
Sarah Schaerrer (Aug 12, 2025 14:41:46 PDT)  
SARAH SCHAERRER  
Deputy District Attorney

Date: Aug 12, 2025

CONTRACTOR:

Name: Marathon Staffing Group, Inc. Phone: (702) 307-1320  
Address: 164 Westford Road, Unit 26 Fax: (702) 307-1324  
Tyngsboro, MA 01879

Authorized Representative: Kendra Strickland, COO Date: 7/30/2025  
Print Name: Kendra Strickland Title: COO

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Various State Agencies Monitored By: Department of Administration Purchasing Division
Address:	515 E Musser Street, Room 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Annette Morfin, Purchasing Officer II
Phone:	775-531-3301
Email:	amorfin@admin.nv.gov

Contractor Name:	Marathon Staffing Group, Inc.
Address:	769 Basque Way #100
City, State, Zip Code:	Carson City, NV 89706
Contact:	Luis Reyes, Regional Manager
Phone:	775-200-0481
Email:	carson@marathonstaffing.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination. Contract is subject to Board of Examiners' approval.

CETS# 30530
RFP# 99SWC-S3128

Effective from:	July 1, 2025	To:	June 30, 2030
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK and COST SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # 99SWC-S3128
ATTACHMENT DD:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 24.8% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 28.5% Contractor Recruitment Administrative Markup Fee. Both markup fees include a 13.3% Employers Tax Contribution and 4.7% for Benefit Cost. Temporary employees may be required to drive State vehicles and contractor must maintain the \$1,000,000.00 automobile liability on their insurance policy to cover this requirement.
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Total Contract Not to Exceed:	\$30,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is

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a reasonable estimate of the additional costs to the state of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or

storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.  
  
**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by

statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

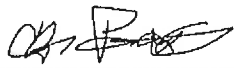
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25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

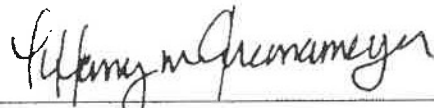
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

*Marathon Staffing Group Inc.*

	4/23/2025	Vice President
_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title

<i>William Taylor</i>	5/6/25	Administrator
_____ State of Nevada Authorized Signature	_____ Date	_____ Title

	APPROVED BY BOARD OF EXAMINERS
_____ Signature – Board of Examiners	

On:                     JUN 10 2025                      
Date

Approved as to form by:

<i>Kevin D. Doty</i>	On: 4/24/25
_____ Deputy Attorney General for Attorney General	_____ Date

**RFP 99SWC-S3128  
ATTACHMENT AA**

**SCOPE OF WORK  
AND  
COST SCHEDULE**



Nevada State Purchasing Division  
Department of Administration  
515 E Musser St Ste 300  
Carson City, NV 89701  
[purchasing.nv.gov](http://purchasing.nv.gov)  
[nevadaepro.com](http://nevadaepro.com)

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Attachment AA: summary scope of work and payment schedule

**1. SUMMARY SCOPE OF WORK**

- 1.1. This *summary scope of work* section is intended only as a summary and does not modify or supersede the full details contained in *Attachment CC, State solicitation 99SWC-S3128* and *Attachment DD, vendor proposal 99SWC-VQ16557*.
- 1.1.1. Providing temporary employment services statewide on an as needed basis.

**2. PAYMENT SCHEDULE**

- 2.1. See *Attachment DD, vendor proposal 99SWC-VQ16557* for additional details.
- 2.2. Total five-year not-to-exceed: \$30,000,000.00

**RFP 99SWC-S3128**

**ATTACHMENT BB  
INSURANCE SCHEDULE**

**RFP 99SWC-S3128  
INSURANCE SCHEDULE**

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701.** Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- CI. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- CII. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701.** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- CIII. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- CIV. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ATTACHMENT CC  
STATE SOLICITATION  
RFP# 99SWC-S3128**

**ATTACHMENT DD  
VENDOR PROPOSAL**

**Marathon Staffing Group, Inc.**

**ATTACHMENT CC  
STATE SOLICITATION  
RFP# 99SWC-S3128**



Nevada State Purchasing Division  
 Department of Administration  
 515 E Musser St Ste 300  
 Carson City, NV 89701  
[purchasing.nv.gov](http://purchasing.nv.gov)  
[nevadaepro.com](http://nevadaepro.com)

Request for proposals

Release Date February 7, 2025

Solicitation number 99SWC-S3128

Single point of contact name Annette Morfin

Single point of contact email amorfin@admin.nv.gov

Single point of contact phone 775-531-3301

Soliciting agency Nevada State Purchasing Division

Contracting agency Nevada State Purchasing Division

Solicitation title Temporary Employment Services

Deadline for submissions March 13, 2025 @ 1:00 p.m.

For deaf and hard of hearing, call 711 and ask the relay agency to dial the single point of contact phone number above.

This request for proposals is available at [nevadaepro.com](http://nevadaepro.com) as a bid solicitation.

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## 1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. **Statute and code.** All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a response per NAC 333.155(3).
- 1.3. **Ethics.** Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

## 2. PROJECT OVERVIEW

- 2.1. The Nevada State Purchasing Division is seeking proposals from qualified vendors to provide temporary employment services statewide on an as needed basis, as described below and in the *scope of work and attachments*.
- 2.2. The State intends to award a maximum of three (3) contracts in conjunction with this request for proposals (RFP), as determined to be in the best interest of the State. Nevada State Purchasing Division shall administer the contract(s) resulting from this solicitation. The resulting contract(s) are anticipated to be for a contract term of five (5) years, subject to Board of Examiners approval. Contract(s) will commence July 1, 2025 and expire June 30, 2030. If agreeable to all parties, there is the possibility of a two (2)-extension if needed.
- 2.3. **Goals and objectives**
  - 2.3.1. The Nevada State Purchasing Division is seeking to have three (3) contracts for temporary employment services. All contracts will all be on a statewide basis, so that all agencies can use them if the need arises. It is the intention of the State to award the contracts on a statewide basis; however, proposals may be considered regionally.
    - A. Northern Region – primarily Reno and Carson City,
    - B. Southern Region – primarily Las Vegas, and
    - C. Rural Region – primarily Elko, Ely and Winnemucca and potentially other rural communities in the State.
  - 2.3.2. The State would prefer proposing vendors have a local presence in key areas which would include Reno, Carson City, Las Vegas and Elko. This should be included in their submission.
  - 2.3.3. The contract(s) will be mandatory for State agencies located in geographic regions serviced by the contract(s). The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.

## 3. SCOPE OF WORK

- 3.1. **General Information:** This section will not require a response from proposing vendors.
  - 3.1.1. This solicitation is soliciting proposals from Temporary Employment Companies to provide services relating to administrative and office support. These services are on an as needed basis and upon request from State agencies and political subdivisions.
  - 3.1.2. The awarded vendor will be responsible for hiring, firing, taxes, workers' compensation, sick leave and paid time off (PTO), etc. for temporary assigned individuals who are not employees of the State of Nevada.
  - 3.1.3. The State will not guarantee any minimum level of usage for any resulting contract(s) under this RFP.
  - 3.1.4. Vendors are encouraged to research positions that are commonly staffed under the class specification sections of the following link  
[https://hr.nv.gov/Resources/Class\\_Specifications/](https://hr.nv.gov/Resources/Class_Specifications/)
  - 3.1.5. Classes with the most use can be found under sections 2.000, 4.000, and 7.000. When researching class specifications the pay grade is listed once vendors have selected the section.
  - 3.1.6. Vendors are encouraged to visit the hr.nv.gov website for current pay rate information at the following link.  
<https://hr.nv.gov/uploadedFiles/hrnv.gov/Content/Sections/Compensation/2024/PP01%20Classified%20Employee-Employer%20Pay%20Contribution%20Plan.pdf>

- 3.1.7. State agencies may refer a person to be hired to the contractor to sign up to perform specific services needed or a request for the contractor to recruit and provide the temporary employee.
- 3.1.8. Upon notification from the agency, the selected contractor will provide expedient temporary employment services. An e-mail or telephone call from the agency will constitute a request for service. Provide your website address for ordering and monitoring activity and indicate which is the desired method.
  - A. The agency reserves the right to interview the candidate to determine their qualifications for the required position.
  - B. The agency may reject and/or remove any individual who does not meet the requested experience or is deficient in the performance of the assignment.
- 3.1.9. Agencies may select the contracted vendor within their geographic region based on the preference of the agency.
- 3.1.10. Multiple contracts may be contacted to fill the same position, or they may just contact one of the contracted vendors.
- 3.1.11. As a result of this RFP, if contracts are awarded to new vendors, any long-term assignments will be required to transition to the new contracts.

3.2. **Temporary Assignment Responsibilities:** Proposing vendors will need to respond to any section that will give the State a better understanding of the services they can provide.

3.2.1. **AGENCY RESPONSIBILITIES**

- A. Prior to contacting the contracted vendor(s) the agency is responsible for defining details of the request. This will include, but is not limited to:
  - 1. Number of individuals needed,
  - 2. Job duties,
  - 3. Equipment to be used,
  - 4. Knowledge, skills and experience,
  - 5. Computer software to be used,
  - 6. Hours of work,
  - 7. Expected length of assignment,
  - 8. Job related attire,
  - 9. Position location,
  - 10. Agency contact person, and
  - 11. Other pertinent job-related information.
- B. Depending on the amount of detail required, it is recommended that the using agency submit this information in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.
- C. The agency is responsible for requesting additional background investigations (if required) beyond normal references prior to the temporary assignment.
  - 1. Should an additional background check be required due to the nature of the assignment, the agency may be responsible for the cost of the additional checks.
- D. It is reasonable to expect employment eligibility and references will be required for all temporary employees; background checks for referrals by the State will be at the discretion of the agency.
- E. Standard checks which would include employment eligibility and reference checks shall be at the cost of the contractor.
- F. Other background checks will be at the discretion of each requesting agency. Additional checks will vary by agency and may be at the expense of the employee or the requesting agency.
- G. It is the agency's discretion if temporary employees will be allowed to start work pending successful completion of one or more of these verifications.
- H. In lieu of the aforementioned, agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential temporary assignment's starting date at the agency.
  - 1. State agencies will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.
  - 2. Requirements for background and drug screens will vary by the individual requesting agency.
- I. Due to job requirements and environment (i.e., law enforcement), hiring decisions may be partially based on the results of the background checks and/or drug tests.

3.2.2. **CONTRACTOR(S) RESPONSIBILITIES**

- A. The contractor is responsible for obtaining the information as described in *Section 3.2.1*, and any other information necessary to determine what job category satisfies the service request.
  - 1. The contractor will inform the agency's contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
  - 2. **Placing temporary assigned individuals out of applicable job classification is considered an abuse of the**

- contract. Periodic checks of requests and assignments will be performed to ensure this does not occur.**
- B. The contracted vendor(s) are responsible for conducting appropriate background and reference checks on its employees prior to any potential assignments and should be prepared to conduct more extensive background investigations when required as identified in *Section 3.2.1*
    - 1. Vendors should identify in their responses the cost of additional background checks and tests.
    - 2. Failure to provide this information will be considered “no charge” to the State for background checks and tests.
  - C. Contracted vendors will be responsible for federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, worker’s compensation, and liability insurance.
  - D. The contracted vendors will be responsible for sick leave, paid time off (PTO) leave, etc. The State is only responsible to pay when the temporary employee is working. The State will not be charged for sick leave or PTO leave.
  - E. The contracted vendor will be responsible for having insurance coverage for any person sent to the State as employees under their Workers’ Compensation policy and provide evidence thereof.
  - F. The contracted vendor is responsible for conducting periodic quality assurance checks with the agency’s contact person to verify that the agency’s requirements are being fulfilled by the temporary assigned individual.
    - 1. At a minimum, these checks should be completed at the end of the first (1<sup>st</sup>) week of any assignment and monthly on long-term assignments.
  - G. Temporarily assigned individuals may be changed to permanent placement if the individual elects to accept employment with the State within or outside of the contract agency. This will incur **no fee** to the State.
  - H. The State will not be responsible for the contractor’s employees who voluntarily leave the contractor’s employment or engage with any other company of entity.
    - 1. The frequency of conversions to State service is unknown; however, is by no means common.
    - 2. The State will not pay a placement or conversion fee for individuals who are a direct referral from the State.
  - I. The contracted vendor will have the ability to bond temporarily assigned individuals as directed by the agency. The fee for this service will be borne by the agency. Selection of the bonding insurer is at the contractor’s discretion; however, each insurance policy shall be:
    - 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
    - 2. Currently rated by A.M. Best as “A-VII” or better.
  - J. In the event a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance by an authorized contract agency representative.
    - 1. Travel expenses must be submitted on the State’s Claim for Travel Expenses form with original receipts for airfare, rental cars, parking and/or hotel receipts.
    - 2. Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site [www.gsa.gov](http://www.gsa.gov).
    - 3. The temporary assigned individual and the agency’s contact person must sign the travel expense form.
    - 4. The form must be submitted with the contractor’s invoice for services with the travel expense as a separate line item on the invoice.
    - 5. The type of position requiring travel will vary based on the individual agency’s requirements.
  - K. The contractor must provide assistance to the agencies in problem resolutions, in regard to temporary assigned individuals, at no additional cost to the State.
  - L. The contractor’s temporary assigned individuals agree to be bound by the State’s security regulations, policies and standards as required by the agency (e.g., Department of Corrections). This will vary based on the individual agency’s requirements.
  - M. The temporary assigned individual will complete a weekly timesheet supplied by the contractor. The timesheet should include the following:
    - 1. Name of the agency.
    - 2. Name of the temporarily assigned individual,
    - 3. Dates worked,
    - 4. Beginning and ending time,
    - 5. Number of regular hours worked each day, and
    - 6. If applicable, the number of overtime hours worked each day.
  - N. The contractor shall be responsible for the proper care and custody of any State-owned personal tangible property and real property furnished for use in connection with the performance of the contract.
    - 1. The contractor will reimburse the State for such property loss or damage caused by the contractor’s assigned individual, with the exception, of normal wear and tear.
    - 2. The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the employee’s assignments.

3. Temporary assigned individuals should use reasonable care with State property; willful or negligent actions may result in the State seeking reimbursement from the contractor.
- O. Unless specifically excluded by the agency in its description of job duties or equipment to be used, Contractor shall assume that temporary assigned individuals may drive State of Nevada motor vehicles when authorized by the agency. The contractor will be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles owned or leased by the State of Nevada.
- P. It is strongly recommended that any temporary assigned individual who will be driving a State vehicle enroll in Risk Management's Defensive Driving course.
  1. The course is held in Las Vegas, Carson City, and Reno and is a four (4) hour classroom course.

### 3.2.3. STAFFING REQUIREMENTS

- A. Terms of availability or unavailability in response to a temporary assignment request are as follows:
  1. Contractor will notify the requesting agency regarding availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.
  2. Contractor will notify the requesting agency regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.
  3. Contractor will confirm with the agency the arrival of its employee by telephone within one-half (1/2) hour after scheduled arrival time.
- B. Contractor is responsible to communicate with its employee the agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- C. All temporary assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the individual agencies. Temporary employees must dress according to the requirements of the agency requesting the assignment.
- D. Temporary assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- E. The agency reserves the right to reduce the length of the temporary assignment and will provide the contractor with as much notification as possible.
- F. Work Hours
  1. The exact work hours for temporary assigned individuals will be determined by the agency. Normal work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State observed holidays.
  2. Temporary assigned individuals will work no more than eight (8) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week.
  3. Temporary assigned individuals will not be paid for their lunch hour.
  4. Temporary assigned individuals will only be paid when they are on the job.
  5. Agencies have the right to request temporary assigned individuals to work holidays, evening/night, weekend or shift work.
  6. Hours may vary per the requesting agency.
- G. The State reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the State. Any time beyond the initial eight (8) hours of service, the temporary assigned individual is determined to be unsatisfactory; the contractor agrees to issue a credit invoice to the agency for the total charges from the time the agency notifies the contractor to request a replacement.
  1. The contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the agency has the option to contact a different contractor for the service.
  2. The agency shall be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the agency's requirements.

### 3.3. VENDOR RESPONSE TO STAFFING REQUIREMENTS

- 3.3.1. Vendors must describe how they will obtain and assign temporary staffing under the contract. The vendor's policies and responses must include the following:
  - A. Define skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant.
  - B. Describe any benefits and incentive programs, as well as, skill enhancement opportunities which are available to assignable staff.
  - C. Explain the manner in which job assignments/job matching will be determined.
- 3.3.2. Vendors should describe their minimum pre-employment screening. This may be negotiated with selected vendors to ensure consistency at entry level positions; additional requirements will be at the requesting agency's discretion.

3.3.3. Vendors should identify what they provide as a minimum for pre-employment background checks.

#### 3.4. REPORTING REQUIREMENTS

3.4.1. Contractors will provide quarterly reports of all temporary employment services invoiced under the contract. The attached report form *Quarterly Administrative Fee and Usage Reporting and Submission Requirements* must be used.

3.4.2. Reports are to be submitted to the name and address listed on the form on or before the 15<sup>th</sup> of the month following the end of each State fiscal quarter.

A. The State's fiscal quarters are as follows:

1. July 1-September 30 – report due by October 15.
2. October 1-December 31 – report due by January 15.
3. January 1-March 31 – report due by April 15.
4. April 1-June 30 – report due by July 15.

B. **Failure to provide the quarterly reports in a timely manner may result in the assessment of one or more of the following penalties:**

1. Contract suspension or
2. Contract termination

#### 4. BILLING

4.1. Contractor may impose a cancellation charge for an assignment cancelled by an agency later than 3:00 p.m. on the day preceding scheduled arrival of temporary assigned individuals. Such charges must not exceed two (2) hours of billable time for the job classification request by the agency. Regarding the cancellation of an assignment standard employee eligibility and references will not be the responsibility of the State, other background checks requested by the agency may be charged to the agency.

4.2. The cancellation charge may only be applied once per cancelled assignment regardless of the length of the assignment.

4.3. Contractor will not bill a cancellation charge for the dismissal of a temporary assigned individual who is deemed unsatisfactory by the agency.

4.4. Advanced payments will not be made for temporary assigned individuals.

4.5. Using agencies will be billed by the contractor for services rendered within their agency. The State will not be responsible for any mileage incurred by the temporary assigned individual in traveling to or from the designated work location, nor will the State be responsible for any costs associated with parking.

4.6. Temporary assigned individuals will not work overtime unless approved in advance and in writing by the agency. While the requirement of prior approval should be consistent with agencies, it is recognized that prior approval cannot always be obtained. Overtime worked without prior written authorization may be subject to non-payment. This requirement should be at the requesting agency's discretion. Overtime hours will be billed at one and a half (1.5) times the hourly rate for the temporary assigned individual.

4.7. Student Worker and Temporary Aid I would receive overtime pay after eight (8) hours in any given day per Nevada law. However, the requesting agency may have the temporary employee sign a flex agreement that the employee can flex time within a given week and not get paid overtime.

4.8. Contractor(s) must provide a timesheet for each temporary assigned individual, signed by both the temporarily assigned individual and the agency representative. All signatures must be legible with the name of the signing party printed beneath their signature. Contractor must pay the temporary assigned individuals via check or direct deposit within five (5) working days of the timesheet submission. It will be the agency's decision if they will accept web-based timekeeping and supervisor authorization.

4.9. Invoices

4.9.1. Contractor invoices must be submitted on a monthly basis directly to the agency for the periods covering the 1<sup>st</sup> through the end of the month.

4.9.2. Invoices must include the appropriate timesheets and any other pertinent documents (i.e., travel claim forms, receipts).

4.9.3. Invoices shall not include time that is not for the specific reporting period. If by chance an employee turns in a late timesheet, outside of the reporting period, a separate invoice would need to be submitted for the late time period.

**5. TIMELINESS OF BILLING**

5.1. The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims' payment due the contractor.

**6. ATTACHMENTS**

6.1. **Attachments incorporated by reference.** To be read and not returned.

6.1.1. Terms and conditions for services

6.2. **Attachments for review.** To be read and not returned (unless redlining).

6.2.1. Standard form contract

6.2.2. Insurance schedule

6.3. **Attachments for response.** To be completed and returned.

6.3.1. Reference questionnaire

6.3.2. Cost schedule

6.3.3. Certification regarding lobbying

6.3.4. Non-disclosure agreement

**7. TIMELINE**

7.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at [nevadaepro.com](http://nevadaepro.com).

7.2. **Timeline.** The following represents the proposed timeline for this project.

7.2.1. All times stated are Pacific Time (PT).

7.2.2. These dates represent a tentative schedule of events.

7.2.3. The State reserves the right to modify these dates at any time.

7.2.4. The deadline for submissions is the [nevadaepro.com](http://nevadaepro.com) bid opening date and time. Late quotes will not be accepted.

A. Deadline for questions .....	No later than 5:00 pm on 02/20/2025
B. Answers posted .....	On or about 02/26/2025
C. Deadline for references .....	No later than 5:00 pm on 03/12/2025
D. Deadline submissions and opening .....	No later than 1:00 pm on 03/13/2025
E. Evaluation period (estimated) .....	03/13/2025 – 03/25/2025
F. Notice of intent (estimated) .....	On or about 03/26/2025
G. Notice of award (estimated) .....	On or about 04/30/2025
H. BOE approval (estimated) .....	06/10/2025
I. Contract start date (estimated) .....	07/01/2025

**8. EVALUATION**

8.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).

8.1.1. Responses shall be kept confidential until a contract is awarded.

8.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.

8.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.

8.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.

8.1.5. Financial stability shall be scored on a pass or fail basis.

- 8.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.
- A. Demonstrated Competence .....30
  - B. Experience in Performance of Comparable Engagements .....30
  - C. Expertise and Availability of Key Personnel .....15
  - D. Cost factor.....25

8.1.7. *Cost factor.* The cost factor score will be based on the following equation. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.

8.1.8. *Best and final offers.* Pursuant to NAC 333.165, the State reserves the right to permit revised responses or add criteria to obtain the best offers.

**8.2. Nevada-based business preference**

8.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

8.2.2. Nevada-based business is defined in NRS 333.3352(1).

8.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

8.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted quote in nevadaepro.com.

8.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

**8.3. Inverse preference**

8.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to NRS 333.33695.

8.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.

8.3.3. Vendors who meet this criterion must indicate it on their submitted quote in nevadaepro.com.

8.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

**9. MANDATORY MINIMUM REQUIREMENTS**

9.1. Pursuant to NRS 333.311 a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.

9.2. **Nevada Law and State indemnity.** Pursuant to NRS 333.339, any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.

9.3. **No Boycott of Israel.** Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

9.4. **nevadaepro.com vendor registration.** Pursuant to NRS 333.313, vendor must be registered at nevadaepro.com to respond to the solicitation. Vendor information must match *Nevada business license* and sam.gov entity registration. Vendor information in nevadaepro.com will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in nevadaepro.com will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.

9.5. **Nevada business license.** Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b). Business license must match nevadaepro.com vendor registration.

9.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in

[sam.gov](http://sam.gov). Entity registration must match [nevadaepro.com](http://nevadaepro.com) vendor registration.

- 9.7. **Contract responsibility.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 9.9. **Confidentiality and certification of indemnification**
- 9.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.
- 9.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in [nevadaepro.com](http://nevadaepro.com). The State shall not be responsible for any information contained within a response; responses shall be released as submitted.
- 9.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.
- 9.10. **Vendor certifications**
- 9.10.1. Vendor understands and acknowledges that the representations within their response are material and important and shall be relied on by the State in evaluation of the response. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 9.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 9.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 9.10.4. The price(s) and amount of this response have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
- 9.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 9.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 9.10.7. Vendor has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- 9.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

## 10. CRITICAL ITEMS

- 10.1. In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.
- 10.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

- 10.3. **Indemnification.** Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 10.4. **Limited liability.** Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 10.5. **Insurance schedule.** The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 10.6. **Site visit.** A site visit will occur on the date and time listed in the *timeline*. A vendor representative must attend the site visit to be qualified to submit a response. Vendor must complete and return *site visit registration* by the date and time listed in the *timeline*.
- 10.7. **Vendor background**
- 10.7.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.
- 10.7.2. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 10.7.3. *Current or former employees.* If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 10.7.4. *Exclusions.* All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.
- 10.8. **Subcontractors**
- 10.8.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 10.8.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 10.8.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 10.8.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 10.8.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained

- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

**10.9. Confidential business information**

- 10.9.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 10.9.2. This information should be submitted as a separate attachment, flagged as confidential in nevadaepro.com.
- 10.9.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 10.9.4. *Disclosure.* Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 10.9.5. *Conflict of interest.* Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall result in disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 10.9.6. *Client references*
  - A. Vendor shall provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last five years.
  - B. The *single point of contact* must receive at least three complete *reference questionnaire* documents directly from the client references via email.
  - C. The purpose of these references is to document relevant experience and aid in the evaluation process.
  - D. *Reference questionnaire* will not be accepted directly from proposing vendors.
  - E. Client references shall not be requested from the contracting agency.
  - F. The State will not disclose client references, but may confirm if a *reference questionnaire* has been received.
  - G. The State reserves the right to contact client references during evaluation or negotiations.

**11. SUBMISSION CHECKLIST**

- 11.1. This section identifies documents that vendors shall submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
  - 11.1.1. Responses must be submitted as a quote through nevadaepro.com.
  - 11.1.2. Vendors are encouraged to submit a single file attachment per section where possible.
  - 11.1.3. Technical proposal information and cost proposal information shall not be included in the same attachment.
  - 11.1.4. Cost proposal attachment shall not be flagged as confidential in nevadaepro.com.
  - 11.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 11.2. **Technical proposal**
  - A. Title page
  - B. Table of contents
  - C. Signed certification regarding lobbying
  - D. Response to mandatory minimum requirements
  - E. Response to critical items
  - F. Response to scope of work
  - G. Other informational material
- 11.3. **Proprietary information.** If necessary. Attachment should be flagged confidential in nevadaepro.com.
  - A. Title page
  - B. Table of contents

C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

11.4. **Cost proposal**

11.5. **Confidential business information.** Attachment should be flagged confidential in [nevadaepro.com](http://nevadaepro.com).

11.6. **Other attachments.** If necessary, not recommended.

11.7. **Client references.** Not submitted directly by vendor.

## 99SWC-S3128 – COST SCHEDULE

**Vendor** \_\_\_\_\_

Vendors must fill in the blanks for the administrative fee, any applicable vendor contribution taxes, and if applicable, benefit costs to be charged for each temporary position classification. *Refer to – Listing of Position Classifications & Pay Rate* for the position classifications and approximate employee hourly rate; this list is not meant to be all inclusive. The salaries listed are estimates only. The administrative fee should be calculated on the hourly pay rate only. Please complete the following:

<p><b>Agency Recruitment Administrative Fee:</b> The requesting agency refers an individual to the contractor; the contractor does not do the recruitment.</p>	
<p><b>Contractor Recruitment Administrative Fee:</b> The contractor does the recruitment on behalf of the requesting agency.</p>	
<p><b>Employers Tax Contribution:</b> Applicable employer taxes.</p>	
<p><b>Benefit Cost:</b> Cost of benefits provided to the temporary employee.</p>	

The State is requesting an Administrative Fee, which would include the vendor’s cost and profit, separate from any applicable employer taxes or benefit costs. There will be **no fee** incurred to the State should the temp employee accept a permanent position to the State regardless of the timeframe.

**ATTACHMENT  
DD VENDOR'S PROPOSAL  
99SWC-S3128**

**Marathon Staffing Group, Inc.**



**MARATHON**  
STAFFING

**RFP #99SWC-S3128**  
**TECHNICAL PROPOSAL**  
**DUE: MARCH 13, 2025**

**TEMPORARY**  
**EMPLOYMENT**  
**SERVICES**

**PRESENTED FOR:**  
**THE STATE of NEVADA**

**PREPARED BY**  
Kendra Strickland, COO

**MARATHON STAFFING**  
769 Basque Way, Suite 100  
Carson City, NV 89706  
[carson@marathonstaffing.com](mailto:carson@marathonstaffing.com)

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Nevada State Purchasing Division  
Department of Administration  
515 E Musser St Ste 300  
Carson City, NV 89701  
[purchasing.nv.gov](http://purchasing.nv.gov)  
[nevadaepro.com](http://nevadaepro.com)

Non-disclosure agreement

Date 03/04/2025

Solicitation number 99SWC-S3128

Single point of contact name Annette Morfin

Single point of contact email amorfin@admin.nv.gov

Vendor name Marathon Staffing Group, Inc.

Vendor contact name and title Kendra Strickland, Chief Operating Officer

Vendor contact signature and date *Kendra J. Strickland*, COO 3/8/2025

As a necessary part of the solicitation referenced above, the State of Nevada is providing vendors with non-public information. This information must be kept confidential to protect security and personally identifiable information.

Any unauthorized disclosure of this information by a vendor, or anyone authorized to speak on behalf of the vendor shall be deemed a violation of State procurement rules. The Administrator of State Purchasing may disqualify a proposal submitted by a vendor that has engaged in any unauthorized disclosure. Any vendor who violates this prohibition may, at the sole discretion of the Administrator, be placed on the State debarred vendor list. Additionally, the State may take further legal action as appropriate.

By signing above, vendor acknowledges and agrees not to disclose the contents of the confidential attachments to the above referenced solicitation.

This form must be returned via email to the sole point of contact for the solicitation identified above via email. Any questions about this document or the solicitation must be submitted using the bid Q&A feature on the solicitation at [nevadaepro.com](http://nevadaepro.com).



Nevada State Purchasing Division  
Department of Administration  
515 E Musser St Ste 300  
Carson City, NV 89701  
[purchasing.nv.gov](http://purchasing.nv.gov)  
[nevadaepro.com](http://nevadaepro.com)

Certification regarding lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

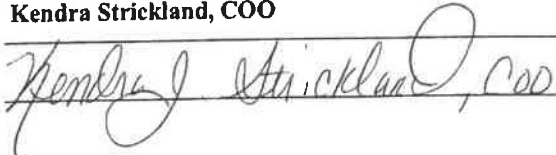
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date 03/04/2025

Solicitation number 99SWC-S3128

Vendor Name Marathon Staffing Group, Inc.

Authorized signer name Kendra Strickland, COO

Authorized signature 

### **Mandatory Minimum Requirements**

Marathon Staffing Group, Inc. confirms compliance with all mandatory minimum requirements in RFP #99SWC-S3128 Temporary Employment Services in Section 9. Mandatory Minimum Requirements.

### Critical Items

10.1 In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.

Marathon acknowledges and agrees to Section 10.1.

10.2 Standard form contract. The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

Marathon acknowledges and agrees to Section 10.2. Marathon Staffing Group, Inc. is able to agree to all contract terms.

10.3 Indemnification. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."

Marathon acknowledges and agrees to Section 10.3.

10.4 Limited liability. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."

Marathon acknowledges and agrees to Section 10.4.

10.5 Insurance schedule. The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of

the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

Marathon acknowledges and agrees to Section 10.5.

10.6 Site visit. A site visit will occur on the date and time listed in the *timeline*. A vendor representative must attend the site visit to be qualified to submit a response. Vendor must complete and return *site visit registration* by the date and time listed in the *timeline*.

Marathon acknowledges and agrees to Section 10.6. Questions and Answers on RFP #99SWC-S3128 clarified that a site visit did not apply.

## **10.7. Vendor Background**

**10.7.1 Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.**

### **History**

Marathon Staffing is headquartered at 164 Westford Road, Unit 26, Tyngsboro, MA and licensed to do business in twenty-two (22) states with twenty-eight (28) locations and approximately one hundred twenty-eight (128) full-time employees. We are a family-owned, privately owned, and operated S Corporation that employs an average of 17,000 W-2 employees annually.

Our annual average revenue exceeds \$85 million per year. The company has been in business for thirty-eight (38) years. The company enjoys considerable financial stability which gives our clients and employees peace of mind in partnering with Marathon Staffing. We have included a letter from our Certified Public Accountant in the RFP Section labeled "Other Informational Material" to attest to our financial stability.

Marathon Staffing was organized in 1987 by Chris Panagiotopoulos, current Owner and Chief Executive Officer, to provide staffing services for contract and direct hire placements. In 1991, Marathon Staffing expanded its technical and information technology business to include temporary staffing services. This was in direct response to our clients asking Marathon to service the full breadth of their business. In 1992, the company pioneered our innovative on-site staffing programs. Marathon still maintains and enjoys longstanding business relationships with several



of our first staffing clients from the 1990's. We now support recruiting, training, and retention efforts for their facilities nationwide.

In 1996, the company opened two locations in Birmingham, Alabama. In 1998, the Company expanded its operations to Arizona. From 1999 to 2001, the company expanded to Las Vegas, Nevada and then to Ohio and Texas. In 2004, we opened operations in South Carolina. Over the last ten years we have added additional offices in Alabama (2017 and 2021), Arizona (2017), California (2016), Georgia (2021), Montana (2022), Nevada (Carson City in 2013 and Reno in 2025), and Texas (2018 – 2019).

In 2018, Marathon acquired FIT Staffing, our Information Technology Division. In 2019, the National Recruiting Team was formed to service clients in states where there were no brick-and-mortar locations, further broadening our business to Florida, Iowa, Maine, Minnesota, Pennsylvania, Oregon, Tennessee, Virginia, and Washington. In 2025, Marathon announced their acquisition of Temps Plus Staffing with two (2) locations in Arkansas.

### **Background**

Since 1999, Marathon Staffing has opened several offices to provide staffing services to communities in Nevada. We are proud to have served the Las Vegas area since 1999 and the Carson City/Reno area since 2013. The office locations that will perform work for the State of Nevada, and the number of staff in each branch that will service the State, are as follows:

Marathon Staffing  
6785 S. Eastern Ave., Ste. 2  
Las Vegas, NV 89119  
Phone: (702) 307-1320  
[lasvegas@marathonstaffing.com](mailto:lasvegas@marathonstaffing.com)

Five (5) Local Marathon Staffing Personnel

Marathon Staffing  
769 Basque Way, Ste. 100  
Carson City, NV 89706  
Phone: (775) 200-0481  
[carson@marathonstaffing.com](mailto:carson@marathonstaffing.com)

Three (3) Local Marathon Staffing Personnel

Marathon Staffing  
9805 Double R Blvd. Ste. 300  
Reno, NV 89521  
P: (775) 235-6940  
[reno@marathonstaffing.com](mailto:reno@marathonstaffing.com)

Two (2) Local Marathon Staffing Personnel



In addition to the ten (10) local Marathon Staffing personnel who will be dedicated to fulfilling the staffing requests of the State of Nevada, there is an additional team of (2) Human Resources management professionals, (2) National Recruiting Team Representatives, (2) Corporate Office Payroll Representatives, (1) Compliance Specialist, (1) Invoice and Reporting Specialist, (1) Vice President of Operations, (1) Chief Operating Officer amid others who will support this contract. This equates to a minimum of twenty experienced Marathon Staffing professionals who are available to support this contract.

Further evidence of our qualifications and experience is evidenced in our company's Net Promoter Score (NPS). A Net Promoter Score measures client and employee satisfaction with our services and the likelihood of their recommending Marathon to other businesses and potential employees. They also help our organization assess how we are performing as a valued service to both hiring managers and temporary personnel. Marathon has conducted NPS surveys for the past five (5) years and we are pleased to report that Marathon has repeatedly scored 30% higher than the staffing industry average. We have received an "excellent" rating consistently.

#### **Length of Time Serving Similar Work for Private and Public Sector Clients**

Marathon has been working with private sector clients for thirty-eight (38) years. Many of our private sector clients hold government contracts and therefore, our temporary employees that are assigned at such locations must undergo careful screening for these private sector clients. We are pleased to report that through the years many of our private sector clients have invited us to serve them through national contracts.

Marathon has been working with public sector clients for over seventeen (17) years, and we have considerable experience working with state, local, and municipal government agencies in providing temporary staff. We are adept at providing qualified personnel to work with the public in a wide variety of types of positions. We understand that there is a high level of scrutiny and visibility regarding the temporary personnel placed to work at local government agencies. Marathon has developed customized orientation programs for temporary personnel who work for state, county, and municipal government agencies to prepare temporary personnel for their assignments.

Since 2008 Marathon Staffing has been working with various government departments assisting them with their temporary and contract staffing needs. Similar to the services in this RFP, these contracts encompass a wide range of positions requiring staffing, from clerical/administrative, accounting, customer service, education, general labor, professional placement, skilled trades, social services, and more. These contracts require strict compliance to screening measures prior to temporary placement. Additionally, many of these contracts require Quarterly Reporting and Admin Fees similar to a resulting contract from this RFP.



Currently, we are an awarded vendor for the following state, county, municipal and higher education contracts:

➤ Arlington Independent School District, Arlington, TX, 2019 – present
➤ City of Carson City, NV, 2013 – present, now utilizing State of Nevada contract
➤ City of Glendale, AZ, 2022 – present
➤ City of Greenville, SC, 2016 – present
➤ City of Las Vegas, NV, 2016 – present
➤ City of Mesa, AZ, 2018 – present
➤ Clark County School District, NV, 2018 – present
➤ Dallas County Health and Human Services, TX, 2024 – present
➤ Dallas Independent School District, 2015 – present
➤ Denton County Health and Human Services, TX, 2023 – present
➤ Lincoln County, NV WEX Program, 2020 – present
➤ Maine Community College Systems, 2024 – present
➤ North Carolina Community College System, 2024 – present
➤ Sacramento Housing and Redevelopment Agency, Daily HR Services for the Resident Training Program, 2019 – present
➤ Sacramento Housing and Redevelopment Agency, Light Industrial and Clerical Staffing Services, 2019 – present
➤ Sacramento Municipal Utilities District, 2019 – present
➤ San Antonio Independent School District, 2021 – present
➤ San Antonio State Hospital, 2020 – present
➤ State of Arizona - Hard to Fill Positions Recruitment Contract, 2019 – present
➤ State of Nevada, 2013 – present
➤ State of South Carolina, 2015 – present
➤ State of West Virginia, 2024 – present
➤ Tarrant County, TX - Annual Contract for Temporary Personnel, 2020 – present
➤ University of Arizona, Staff Augmentation Contract, 2024 – present
➤ University of Nevada - Las Vegas, 2004 – present
➤ York County South Carolina, 2017 – present

The above-mentioned accounts are not all-inclusive and are offered as a sampling of the industry experience Marathon Staffing has in providing staffing services to various government and educational institutions nationwide. Our experience in servicing these entities allots our clients the support, flexibility, and efficiency needed for operational continuity. Examples of these successes include:

For the *Dallas Independent School District, Dallas, TX, (2015 – present)*, Marathon has placed Accountants and Accounting Auditors who examine financial records to identify potentials areas

of opportunity and risk, Data Analytics Clerks who compiled and analyzed Network Services, IT Call Center Representatives who assist the District with technical issues, and Clerical staff of all capacities who assist with administrative functions for the District. In addition, we have placed over one hundred (100) Cafeteria Workers who assist in preparing meals and keeping cafeteria areas clean. Due to our success with DISD, we were awarded a contract with the *Arlington Independent School District* for staffing similar positions.

For the *City of Greenville, SC, (2016 – present)*, Marathon has placed personnel in positions of all skill levels, such as Accountants, Administrative Assistants, Business Analysts, Customer Service Specialists, Finance Coordinators, Graphic Designers, Grounds Workers, Maintenance Technicians, Human Resources personnel, Software Engineers, and more. Marathon has also supported a large number of payroll transfers for the City.

For the *Sacramento Housing and Redevelopment Agency, Sacramento, CA, (2019 – present)*, Marathon has placed Accountants, Administrative personnel, Call Center/Customer Service Representatives, Housing Program Technicians, Maintenance Technicians, Payroll Specialists, and more. Marathon also aids the SHRA in training and employing low-income individuals in trades that enable them to afford housing.

For the *City of Mesa, AZ, (2018 – present)*, Marathon has placed personnel in positions including Administrative Assistant, Building Inspector, Court Interpreter, Custodian, Education Specialist, Event Staff, Hearing Officer, IT Specialist, Operations Assistant, Programmer, and more. Marathon also provides payroll services for many of the City's referred candidates.

For the *State of South Carolina (2010 – present)*, Marathon has placed Administrative Specialists, Custodians/Janitors, Environmental Service personnel, Executive Assistants, Hospitality personnel, Medical Coders, Painters, Traffic Flaggers, Warehouse Workers, and more.

Government agencies in the State of Nevada that we are contracted to provide temporary employment services include:

For the *City of Las Vegas, NV, (2016 – present)*, Marathon has placed Administrative Assistants, Case Managers, Customer Service Representatives, Parking Attendants/Cashiers, Program Managers, Production Technicians, Social Workers, and more.

For the *City of Carson City, NV, (2013 – present)*, Marathon has placed Accountants, Custodians, Data Entry Clerks, Maintenance Workers, Office Specialists, Software Developers, Street Technicians, and more.



*For Clark County School District, NV, (2018 – present), Marathon has placed Accounting personnel, Clerk Typists, Food Service Workers, IT Administrative Coordinators, Maintenance Technicians, Project Managers, Warehouse Workers, and more.*

*For the University of Nevada at Las Vegas, NV, (2004 – present), Marathon has placed Administrative Assistants, Concession Stand Cashiers, Dishwashers, Event Cleaners, Parking Attendants, Ushers, and more.*

The reasons why Marathon Staffing is highly qualified to perform the services under this contract are numerous and include, but are not limited to:

- Long-standing history of past success serving the State of Nevada’s Temporary Staffing contract needs and placing candidates in positions of many capacities since 2013.
- Retention of Key Personnel who have served this contact, with management with an average tenure of nine (9) years, our team is highly experienced in serving the staffing requirements for the State of Nevada.
- Three (3) convenient service locations to serve the Las Vegas, Carson City, and Reno communities; the Las Vegas and Carson City offices have been in place for numerous years and are fixtures in the community and our additional Reno office will expand our ability to provide excellent customer service to State agencies.
- Proven experience to serve the full, wide range of positions that are covered by the Scope of Work in this RFP. We have done so successfully for twelve (12) years.
- Full understanding of the State of Nevada’s unique needs such as following its fiscal year and how invoicing must be submitted in time for the yearend deadline.
- Ability to handle higher capacities of work; our company has frequently been asked to serve in new and higher volume capacities by State agencies and we have done so expeditiously to ensure there would not be any staffing disruptions. Marathon’s technology, corporate support, specialized recruiters for IT and other more specialized roles, centralized sourcing group to support high volume recruitment, and other resources allow us to be uniquely prepared to handle higher capacities of work.
- Ability to travel to more remote areas to provide service; for example, our contract with Lincoln County Workforce which is located over two hours away from our Las Vegas office involved local representatives traveling to provide recruiting and onboarding assistance.
- Strong Corporate support in place to provide support with payroll processing and operational functions to allow our local teams to focus on providing quality customer service
- Ability to quickly and thoroughly onboard and screen any temporary personnel that may need to be transitioned for a new contract through our online application process.
- Flexibility and tools to conduct a variety of screening mechanisms, testing, and customized orientation policies per Agency or Department

- Continuous Improvement Initiatives and we request that the State provides feedback by way of email correspondence, electronic surveys, etc. We will also ask employees assigned to the State about how we can better prepare others for their assignment, how we can improve employee engagement, and what additional training our staff may benefit from.
- Ability to assist with mass communication to temporarily assigned personnel via text blast, email, and autodialing, able to coordinate video interviews with agency contacts (if so desired), and deliver other improvements and enhancements to the delivery of staffing services.
- Complete assurance that the State of Nevada is partnering with a financially stable staffing company with years of history providing temporary staffing services in the State, that is familiar with required reporting and administrative fee payment.
- Marathon Staffing is an active member in the American Staffing Association. Our management team is comprised of several members who are in receipt of, or actively pursuing, their certification as Certified Staffing Professionals (CSP) and Certified Technical Services Consultants (CTS).

Our staff is motivated to find the best qualified candidates that will meet the needs of the State. We are well-organized, customer driven, and detailed-oriented to perform these services. All recruiting efforts will be handled by our recruiting team inclusive of interviewing, employment application processing, pre-employment testing and new hire/on-boarding paperwork.

### **Information on Past Engagements with the State of Nevada**

Marathon Staffing has had a long-standing, professional relationship with the State of Nevada. Since 2013, Marathon has provided comprehensive temporary staffing services and payrolling services to the State of Nevada. Positions filled include Administrative Assistant, Adult Immunization Coordinators, Cancer Register Specialists, Health Resource Analysts, Human Resources, IT Technicians, Health Resource Analysts, Grants Analysts, Radiation Program Specialists, and more.

For over a decade, Marathon has proudly built a strong and enduring partnership with the State of Nevada. Through consistent, open communication with State, County, and City officials, we have fostered a relationship built on trust, responsiveness, and reliability. Our team engages with key stakeholders on a weekly—and often daily—basis, ensuring that we are always ready to meet their needs, provide immediate support, and collaborate on essential initiatives that drive positive outcomes for the community.

Marathon is a vital partner in key State programs, including **Vocational Rehabilitation in Carson City and EmployNV in Reno**. Through our collaboration with Rehabilitation Counselors at the State, we have successfully increased Carson City placements via Vocational



Rehabilitation by 10% in the past six months, assisting five new clients in securing meaningful employment opportunities. This growth demonstrates our commitment to strengthening workforce development and providing career pathways for individuals in need.

Our partnership with **EmployNV** has also yielded impressive results. Under the leadership of the EDS Supervisor, Marathon has facilitated a **50% increase in placements** this year. In addition to these placements, we have conducted over twelve job site visits in the last five months, ensuring compliance, efficiency, and quality service delivery across various locations.

Marathon's ability to respond quickly and effectively was recently demonstrated through our collaboration with **The Nevada Legislative Counsel Bureau**. Faced with an urgent request for critical staffing support, we stepped in to fill multiple positions, including swing shifts and overnight shifts, which are notoriously difficult to staff. Our team not only sourced and placed qualified professionals in record time, but we also conducted first-day check-ins to ensure a smooth transition and operational success. This seamless execution highlights our deep understanding of State hiring processes, authorizations, and procedural requirements. Our ability to navigate these complexities with efficiency has made us a trusted partner for emergency staffing solutions.

Marathon has collaborated with the **Department of Employment, Training, and Rehabilitation (DETR) Bureau of Vocational Rehabilitation – OJT, Work-Based Learning Experience & Summer Youth Internship program** since 2016. These positions are part-time and last three to six weeks for employees with disabilities. These specific assignments are supported by job coaches and involve roles such as kennel technicians, spa coordinators, dishwashers, and food prep staff. The process includes receiving a registration packet with an Authorization Form and Assessment, which outlines approvals, job site location, and pay details. We are familiar with assisting this unique program in which temporary employees may need additional support and guidance through the onboarding and placement process.

Similarly, we have worked with **DETR, EmployNV Business Hub** in support of the career enhancement program that supports individuals with skill barriers or those who have been on unemployment. Through this engagement, Marathon has become familiar with the process of receiving a voucher with program details, onboarding the temporary employee in accordance with the voucher, and commencing their assignment. We have worked with this agency and the assigned temporary employees to have them use our online timekeeping system, uAttend, which has proven helpful with temporary personnel assigned to various job sites.

We have worked with the **State Public Charter School Authority (SPCSA)** and placed candidates in the following types of positions: Project Manager, Project Coordinator, and Grants & Project Analyst. Furthermore, we have experience working with the Department of Education with temporary personnel placed in the following roles: Equity Assurance Specialist, Program Manager, and Quality Assurance Specialist.

Marathon provides a wide range of temporary personnel to the State of Nevada. This list of placements serves as a small sample of the types of the wide range of engagements that we support:

- Environmental Scientists
- Nevada Cultural Resource Information System (NVCRIS)
- Mobile Vaccination Program Staff
- Watercraft Inspectors
- Child Passenger Safety & Outreach Program
- Traffic Dispatchers
- Aging and Disability Services Personnel

Marathon Staffing effectively manages the evolving staffing requirements and priorities of the State with efficiency and precision. Our deep understanding of the State's unique needs and processes, coupled with our strategic approach to delivering staffing solutions, has enabled us to consistently exceed expectations.

A notable example of our capabilities occurred a few years ago when Marathon was tasked with filling sixty (60) State employee positions within a two-week timeframe due to a transition from a previous vendor. This project required intense effort and unwavering focus to ensure the transition occurred seamlessly. Our team worked nights and weekends to ensure that all new hires' needs were met, providing necessary accommodation and support throughout the process. Our extensive knowledge of State policies and procedures, coupled with our established relationships with management, facilitated a smooth and efficient transition. This allowed us to onboard all sixty (60) employees seamlessly, maintaining operational continuity and reinforcing our trusted relationship with both management and staff, thereby developing a bond that remains strong to this day.

A more recent demonstration of our expertise involved onboarding (14) fourteen NDA Brand Inspectors. These positions spanned a wide geographic range, from Goldsmith to Pioche and from Ely to Elko, requiring a coordinated and strategic approach. Marathon's strong partnership with the State Offices of Northern Nevada enabled us to respond swiftly and effectively. Since many of these employees lacked access to computers, Wi-Fi, and were not technologically proficient, our team took proactive measures. We overnighted the necessary applications and personally guided each employee step-by-step through the completion process.

This hands-on support allowed all fourteen (14) NDA Brand Inspectors to begin their roles promptly, demonstrating Marathon's commitment to overcoming logistical challenges and delivering timely results. Our ability to swiftly onboard several employees across such a broad territory highlights the depth of our resources and the strength of our operational processes. Marathon has cultivated a trusted partnership with our State clients, allowing us to deliver a consistently high level of service. This commitment ensures that we remain well-positioned to



manage the increasing complexity and scale of staffing demands faced by the State, now and into the future.

The examples above are just a few of the many ways Marathon has consistently delivered high-quality service to the State of Nevada and highlight our ability to expand staffing capacity quickly and efficiently. Our twelve-year partnership has been built on a foundation of reliability, expertise, and a shared commitment to workforce excellence. We understand the intricate processes that drive successful hiring and service implementation, ensuring that every placement aligns with the State's goals and expectations.

As a company deeply rooted in the community, Marathon operates with integrity, aligning our core values with those of the State to provide the most qualified candidates across a wide range of positions. Whether supporting State employees, hiring managers, or department heads, we take pride in exceeding expectations and delivering an unwavering standard of customer service.

Whether supplying top-tier professionals in Paralegal services, Labor & Delivery Nursing, Communication Specialties, Administrative Assistance, or Long-Term Care Immunization Education, Marathon has built a remarkable legacy. For twelve years, we have worked hand in hand with State hiring managers to effectively source, place, and support exceptional talent across all positions. Our dedication to excellence in public service ensures that Nevada's workforce remains strong, efficient, and equipped to serve its residents.

Through our steadfast commitment to quality, efficiency, and long-term partnership, Marathon continues to be a driving force in workforce solutions—empowering individuals, strengthening communities, and reinforcing our shared mission of public service excellence.

Our staffing system maintains our candidate information, tracks job orders, and facilitates payroll functions. Through our automated system, the State of Nevada would have access to a variety of reports related to temporary staffing per their request. Reports that are readily available include retention reporting, exit interview results, headcount report, and more. We have found that having our own proprietary Applicant Tracking System and staffing software has been a competitive advantage that delivers better service for our clients. For example, we have the ability to quickly generate ad hoc reporting for our clients and can design system functions to alert us to critical activities that are required for contract compliance (arrival check alerts, monthly quality assurance checks, and more).

Marathon Staffing is a full-service staffing partner that possesses all of the tools, experience, and personnel needed to fulfill the requirements of this request for proposal. Our payroll is entirely self-funded and processed in-house, granting our company flexibility in providing services to the State. We are a proud member of the American Staffing Association and abide by a strong code of ethics that guide our business practices. Many of our senior management have obtained their Certified Staffing Professional (CSP) designation through the American Staffing Association and

others are currently going through the certification process. We have attached some management members' CSP certifications in the RFP Section labeled "Other Informational Material."

**10.7.2 Key personnel. Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.**

Since 1999, Marathon Staffing has been a local presence in the State of Nevada, providing quality staffing services to government agencies, educational facilities, event centers, and local businesses of all sizes. Marathon Staffing's key personnel are all employed directly by our company.

Marathon's office in the Southern Region of Nevada is located at 6785 S. Eastern Avenue, Suite 2, Las Vegas, NV 89119. The office is across the street from welcoming Sunset Park, providing our applicants with convenient access to public transportation (Eastern and Sunset routes). The office is spacious, with upstairs and downstairs offices, and there are several computer application stations where candidates can complete their full online application, onboarding forms, and undergo online skills testing with ease. It also has a spacious training room in which temporary personnel may receive a full orientation session to prepare them for their assignment.

The Las Vegas team is particularly skilled in providing quality employees for all job classifications including Administrative, Accounting, Event, Financial, Light Industrial, Medical, and Information Technology staffing. The resumes of Proposed Key Personnel representing our Southern Nevada Region are included below:

**Norma Godinez – Placement Specialist / Payroll Specialist, Las Vegas, NV**

*(Assigned Recruiter: Payroll for Resulting Contract)*

*P: (702) 307-1320, ngodinez@marathonstaffing.com*

- Full cycle recruitment, candidate processing and screening, talent engagement and retention
- Manage candidate pipeline and track applications through the various stages of the process: assist with employee selection for the contract
- Conducting pre-employment screening including, but not limited to background checks, drug testing, skills testing, etc.
- Ensures compliance with new hires I-9 forms and E-Verify
- Check-ins with placed temporary personnel to build trust and ensure satisfaction throughout their assignment
- Effective communication with hiring managers to ensure client needs are met and exceeded
- Responsible for collecting temporary employees' hours from approved paper timesheets and web-based timekeeping systems and entering payroll accurately, utilizing a system of checks and balances
- 4 years of experience providing services for the State of Nevada Temporary Employment Services contract

## Resume of Norma Godinez

### Work History

#### **Marathon Staffing Group – Las Vegas, NV**

**2021 - Present**

##### *Placement Specialist*

- Greeting applicants coming into office, answer calls, screen applicant resumes
- Recruiting and interviewing potential applicants for job openings
- Data entry, email communication with applicants and hiring managers
- Utilize various sourcing techniques, including social media, job boards, and networking, to identify potential candidates
- Assist with onboarding documents including I9 and E-Verify
- Conduct background and drug tests with applicants
- Responsible for completing workplace injury reports
- Partner with hiring managers to understand their hiring needs and provide regular updates on recruitment progress
- Ensure compliance with all legal and ethical recruitment standards
- Review timesheets for accuracy
- Accurately enter hours for payment and review reports to ensure accuracy

#### **Masters Termite Inc – Los Angeles, CA**

**1999 – 2021**

##### *Front Office General Manager*

- Answered customer telephone calls promptly to avoid on-hold wait times.
- Offered advice and assistance to customers, paying attention to special requests.
- Provided primary customer support to internal and external customers in a fast-paced environment.
- Kept reception area clean and neat to give visitors positive first impression.
- Provided quality clerical support through data entry, document management, email correspondence and overseeing operation of office in general
- Scheduled appointments and prepared work orders for next day
- Dispatched technicians and inspectors.
- Tracked and recorded expenses, reconciled accounts to maintain accurate, current, and compliant financial records (QuickBooks software)
- Prepared quarterly reports and mailed out accordingly (QuickBooks, software)
- Weekly payroll processing
- Reporting of new employees with EDD
- Paid payroll taxes using EFTPS program

#### **Hal Richard and Associates – Culver City, CA**

**1996 - 1999**

##### *Bookkeeper*

- Established QuickBooks accounting system to reflect accurate financial records

- Completed payroll for 150 employees
- Provided complete meeting support, including materials preparation and notes or minute taking
- Oversaw appointment scheduling and itinerary coordination for both clients and personnel
- Maintained office supplies inventory by checking stock and ordering new supplies as needed

### **Education**

Schurr High School – Montebello, CA

*High School Diploma*

**Michael Carlson – Placement Coordinator, Las Vegas, NV**

*(Assigned Recruiter for Resulting Contract)*

*P: (702) 307-1320, [mcarlson@marathonstaffing.com](mailto:mcarlson@marathonstaffing.com)*

- Full cycle recruitment, candidate processing and screening, talent engagement and retention
- Manage candidate pipeline and track applications through the various stages of the recruitment process; assist with employee selection for the contract
- Conducting pre-employment screening including, but not limited to background checks, drug testing, skills testing, etc.
- Ensures compliance with new hires I-9 forms and E-Verify
- Check-ins with placed temporary personnel to build trust and ensure satisfaction throughout their assignment
- Effective communication with hiring managers to ensure client needs are met and exceeded
- 3 years of experience providing staffing services to the State of Nevada

### **Resume of Michael Carlson**

#### **Experience**

**Marathon Staffing – Las Vegas, NV**

**01/2022 - present**

*Placement Specialist*

- Implement innovative hiring strategies to secure top talent
- Conduct comprehensive interviews using behavior-based interview questions
- Initiate background checks and drug tests
- Administer skills testing according to requirements
- Assist with temporary employee payroll processes, as necessary
- Provide onsite customer service, as needed

**Official Security – Las Vegas, NV****2014 – 2018***Security Officer / Supervisor*

- Provide security and protection for patrons and property
- Respond to all security calls as required
- React promptly to disturbances at any location as required
- Prepare detailed reports on incidents that occur
- Maintain confidentiality and professional standards

**Five Palms Restaurant & Canoes Restaurant & Bar – Kihei/Lahaina, HI      2013 – 2014***General Manager / Director of Operations*

- Managed full-service restaurants located at Keawakapu Beach in Kihei and Canoes Restaurant in Lahaina
- Aided staff in serving breakfast, lunch, and dinner
- Responsible for scheduling, inventory management, and overall customer service
- Recruited personnel for restaurant operations

**Bill's Casino, Imperial Palace Hotel – Las Vegas, NV****2007 – 2008***Restaurant Manager*

- Managed Bill's Steakhouse (old Michael's location), and various restaurants at the Imperial Palace Hotel, the coffee shop, buffet, snack bars, and 5<sup>th</sup> floor restaurants

**Five Palms Restaurant Canoes Restaurant and Bar – Kihei/Lahaina, HI      2005 – 2007***General Manager / Director of Operations*

- Managed full-service restaurants located at Keawakapu Beach in Kihei and Canoes Restaurant in Lahaina
- Aided staff in serving breakfast, lunch, and dinner
- Responsible for the hiring of management personnel and the P&L accounts for both restaurants

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**Lesley Rodarte – Placement Specialist, Las Vegas, NV**

*(Assigned Recruiter for Resulting Contract)*

*P: (702) 307-1320, lrodarte@marathonstaffing.com*

- Full cycle recruitment, candidate processing and screening, talent engagement and retention
- Manage candidate pipeline and track applications through the various stages of the process: assist with employee selection for the contract
- Conducting pre-employment screening including, but not limited to background checks, drug testing, skills testing, etc.
- Ensures compliance with new hires I-9 forms and E-Verify
- Check-ins with placed temporary personnel to build trust and ensure satisfaction throughout their assignment
- Effective communication with hiring managers to ensure client needs are met and exceeded
- 1 year of experience supporting the State of Nevada Temporary Employment Services contract

**Resume of Lesley Rodarte****Work History****Marathon Staffing Group – Las Vegas, NV****March 2024 to present***Placement Specialist*

- Greeting applicants coming into the office, answering calls, screening applicant resumes
- Recruiting and interviewing potential applicants for job openings
- Submit candidates for various assignments and setting up interviews
- Thoroughly interview candidates and perform reference checks
- Data entry, email communication with applicants and hiring managers
- Utilize various sourcing techniques, including social media, job boards, job fairs, etc. to identify potential candidates.
- Assist with onboarding process including the completion of I9 and E-Verify
- Conduct pre-employment background checks and schedule drug testing, as necessary
- Partner with hiring managers to understand their hiring needs and provide regular updates on recruitment progress
- Ensure compliance with all legal and Equal Opportunity Employer recruitment standards

**Sanco Landscape, Las Vegas, NV****Oct. 2020 to Mar. 2023***Executive Assistant*

- Created estimates for potential clients and handled monthly financial statements
- Used basic accounting and money skills when accepting a client's payment
- Created invoices and billed clients for landscaping projects

**CarMax, Henderson, NV****Oct. 2020 to Dec. 2023***Customer Experience Consultant*

- Assisted customers over the phone in researching for a vehicle they were interested in purchasing and used Salesforce to document conversations to help when following up.
- Ran credit applications when the customer was interested in financing a vehicle to find out what vehicles they could afford.
- Transferred vehicles from different CarMax locations when customers wanted to purchase a vehicle out of state.
- Made calls to customers that showed interest in vehicles on the CarMax website to reach out and assist them in the car buying process.

**EDUCATION**

Associates of Science College of Southern Nevada

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**Damary Jacobs – Branch Manager, Las Vegas, NV***(Account Manager for Resulting Contract)**P: (702) 307-1320, djacobs@marathonstaffing.com*

- Establishes the ideal candidate profile for recruitment, including skills, experience, availability, etc. and helps create a Candidate Screening Questionnaire that is role-specific to drive consistency within the recruiting team
- Delegates staffing requests to recruiting personnel, monitor recruiting efforts and make appropriate adjustments
- Setting clear expectations and communication through regular team huddles and project checkpoint meetings
- Monitor candidate pipeline and track applications through the various stages of the process: assist with employee selection for the contract
- Ensures compliance with new hires I-9 forms and E-Verify
- Reviews candidate submittal process to ensure qualified candidates are being presented and thoroughly vetted according to the role's requirements
- Reviews the time-to-fill for all staffing requests on a daily basis to work with the recruiting team and senior management to make necessary improvements
- Seeks opportunities to provide additional training to recruiting staff
- Exceptional communication with Hiring Managers to ensure client needs are met and exceeded
- Available after-hours for urgent requests from the State of Nevada's agencies
- 9 years of experience serving the State of Nevada contract, City of Las Vegas, UNLV, and other government accounts

## Resume of Damarv Jacobs

### Work History

**Marathon Staffing Group, Inc. – Las Vegas, NV**  
*Branch Manager*

**Oct 2016 - Present**

- Recruiting and placement for high volume staffing requests
- Advertising for open positions, job fairs, and other recruiting techniques
- Customer service ensuring delivery of staffing services and client satisfaction
- Communicate strategic goals and negotiate contracts for win-win transactions
- Build robust candidate pool to fill open positions with best qualified candidates
- Creating strong client foundations that leads to long partnerships
- Overseeing the recruitment teams' delivery of services to key accounts such as to the State of Nevada

**Agile 1 – Las Vegas, NV**

**July 2016 – Sept 2016**

*Talent Acquisition Specialist (Contract)*

- Thoroughly identified best talent of candidates for RPO project, onboarding forty new hires in a 5-week timeframe
- Sourced advised & matched behaviors, skills with clients' culture using social media and job boards to drive candidates to apply
- Screened, reviewed resumes/application submittals, and thoroughly presented candidates with details of job requirements/expectations
- Held strong communication with Senior Recruiter in keeping candidates' status up to date and through onboarding process

**Ultimate Staffing – Las Vegas, NV**  
*Experience Coordinator (Contract)*

**Jan 2016 – July 2016**

- Assisted the office with organizing and processing employee paperwork
- Handled scheduling and calendars
- Aided in supporting the office in preparation for the new paperless filing system

**Lyneer Staffing – Sarasota, FL**

**Nov 2013 – Aug 2015**

*CSR/HR Assistant Recruiter (Contract)*

- Process payroll weekly, enter new hire data, oversee all personal files, training records and time and attendance
- Respond to employee inquiries regarding company policies, procedures, and programs



- Maximized effectiveness by managing all daily/temporary workers simultaneously while supporting supervisors and HR department
- Accessed best applicants with relevant knowledge/skill; conducted interviews, selected and filtered through potential candidates
- On boarded new hires, orientated, met new hire documents compliance standards
- First point of contact to build influential candidate relationships

**Labor Ready – Bradenton, FL**

**Oct 2010 – Nov 2013**

*CSR/Recruiter*

- Built business relationships with customers while generating repeat sales
- Input maintained and followed up on accounts receivable
- Identified and provided competitive rates to potential employers
- Recruited and orientated potential work prospects
- Delivered marketing materials to potential clients

**Goodwill Industries Manasota – Sarasota, FL**

**May 2008 – Oct 2010**

*Manager of Staffing / Recruiter*

- Managed staffing functions, including sourcing, screening and interviewing candidates for a nonprofit organization engaged in fast-paced retail, processing, and distribution.
- Identified, attract, recruit, and hire individuals for positions within company while championing retention as the manager of a variety of employee-inclusion initiatives.
- Delivered new hire orientation to inspire and create engagement with mission.
- Manages new hire introduction period via follow-up interviews and employee relations
- Established solid relationships with partnerships such as Chamber of Commerce, Department of Labor local entities, and vocational rehabilitation agencies to champion the recruitment of highly qualified candidates, individuals with barriers to employment, and candidates with disabilities.
- Oversee and maintain accurate hiring records in accordance with applicable statutes and industry accreditation requirements
- Performed other HR Generalist duties in the areas of employee relations, performance / discipline management, unemployment compensation, payroll processing, etc.

**Languages**

Fluent in English and Spanish.

**Education**

AA in Merchandise Marketing, Fashion Institute of Design & Merchandising, Los Angeles, CA

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**Guillermo Guardiola – Division Manager, Las Vegas, NV**

*(Division Management for Resulting Contract)*

P: (602) 820-4833, [gguardiola@marathonstaffing.com](mailto:gguardiola@marathonstaffing.com)

- Will assist with implementation of staffing services for resulting contract
- Assists Las Vegas Team in developing effective recruiting strategies
- Standardized the interview process to ensure consistent interview format is utilized with clear evaluation criteria, ensuring fairness; gather comparable data on candidates
- Implementing quality checks on placements, payroll, invoicing, and contract compliance; ensures compliance with new hire I-9 forms and E-Verify
- Monitor metrics like time-to-hire and employee retention
- Serve as a back-up and continuous support to the day-to-day operations management
- Utilize technology to maximize efficiency and compliance, streamlining candidate sourcing, communication, and data management
- Exceptional communication with hiring managers to ensure client needs are met
- Over 5 years of government staffing experience including, but not limited to: City of Mesa, AZ, City of Scottsdale, AZ, State of Arizona, and State of Nevada Temporary Employment Services contracts

**Resume of Guillermo Guardiola****Work History:****Marathon Staffing – Mesa, AZ****Mar 2019 - Present***Division Manager*

- Responsible for maintaining and growing strategic customers in the manufacturing industry, local municipalities, state, and federal government entities
- Manage key accounts and client portfolio exceeding six million in revenue
- Build long-term trusted partner relationships to meet revenue growth goals
- Coordinates the involvement of company personnel, including support, service, and management resources to meet account performance objectives and customer expectations

**Marathon Staffing, Phoenix, AZ****Sept 2016 – Mar 2019***Branch Manager*

- Managed and developed recruiting staff and site managers to ensure alignment with organizational mission, vision, values, strategic goals, and business strategies
- Monitor activities designed to recruit, train, and retain temporary employees needed to fill all available assignments
- Developed and implemented recruiting systems to provide reporting and workflow tracking of candidates, clients, and applicants through the recruiting lifecycle



**VimHR (acquired by Marathon Staffing)**

**Aug 2015 – Sept 2016**

*Onsite Manager*

- Managed day-to-day operations of 150+ employees and 10+ leads/supervisors
- Ensure customer orders are filled with quality placements
- Troubleshoot and resolve problems or complaints of temporary associates and customers
- Coach and counsel temporary associates to ensure quality performance and job satisfaction
- Completed weekly payroll for 150+ employees
- Selected and conducted all interviews for all available positions

**Education:**

**Devry University – Phoenix, AZ**

**In Progress**

Business Administration

**Glendale Community College - Glendale, AZ**

**Completed**

*General Business Certificate*

**Certifications-** Currently pursuing Certified Staffing Professional (CSP) designation through American Staffing Association

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Marathon Staffing’s Carson City office is conveniently located at 769 Basque Way, Suite 100, Carson City, NV 89706. It is conveniently located near public transportation, via Bernhard Way, and the office consists of several office spaces. The recruiting office has computer application stations and a separate area for orientations, as needed. The staff offices allow for confidentiality in interviewing, screening, and counseling opportunities. The Carson City team supports a considerable percentage of the State of Nevada’s temporary staffing needs, with upwards of 150 temporary personnel assigned and on payroll on a regular basis.

We are also pleased to announce the opening of our new office located at 9805 Double R Blvd., Suite 300, Reno, NV 89521. This office is located in a prime spot with a hassle-free commute via Prototype Drive or by public transportation via the Gateway Drive bus stop. With multiple offices and meeting areas, this is an ideal location to meet candidates who reside in and around Reno. This Branch Office is managed by our Division Manager, Luis Reyes. This location was opened to provide additional recruiting support to State of Nevada agencies and other clients in the Reno area, demonstrating our company’s commitment investment to continuous improvement and growth in the State of Nevada.

Please find the resumes of Proposed Key Personnel representing the Northern Nevada Region below:

**Tony Frenchu – Placement Specialist, Carson City, NV**

*(Assigned Recruiter for Resulting Contract)*

*P: (775) 200-0481, [tfrenchu@marathonstaffing.com](mailto:tfrenchu@marathonstaffing.com)*

- Full cycle recruitment, candidate processing and screening, talent engagement and retention
- Manage candidate pipeline and track applications through the various stages of the process; assist with employee selection for the contract
- Conducting pre-employment screening including, but not limited to, background checks, reference checks, skills testing, etc.
- Ensures compliance with new hires I-9 forms and E-Verify
- Check-ins with placed temporary personnel to build trust and ensure satisfaction throughout their assignment
- Effective communication with hiring managers to ensure client needs are met and exceeded
- Over 3.5 years of experience in working closely with the State of Nevada and a wide range of job assignments for the State

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**Resume of Tony Frenchu**

**Work History**

**Marathon Staffing – Carson City, NV**

**06/2021 - Present**

*Placement Specialist*

- Greeting applicants, answering phone calls, and screening applicant resumes
- Recruiting and interviewing potential applicants for job openings
- Data entry, email communication with applicants and hiring managers
- Utilize various recruiting techniques, including social media, job boards, and networking, to identify potential candidates
- Assist with employee onboarding, including I9 completion and E-Verify
- Conduct pre-employment screening
- Accurately enter payroll, ensuring accuracy through checks and balances
- Responsible for completing injury reports
- Partner with hiring managers to understand their hiring needs and provide regular updates on recruitment progress
- Ensure compliance with all employment regulations

**Environmental Reclaim – Carson City, NV**

**08/2020 – 06/2021**

*Production (Contract through Marathon Staffing)*

- Aided in setting up new facility for computer recycling
- Sort and disassembling of various electronics to prepare for appropriate recycling
- Disassembled computers, large office printers, and other assorted electronics

**Click Bond – Carson City, NV**

**11/2018 – 07/2020**

*Production Technician*

- Produced aerospace parts through various processes including manual and automated
- Performs repetitive tasks by hand, hand tools, and manual or automated machines
- Processing, cleaning, deburring, assembling, fixturing, counting, bagging, and boxing a variety of part types

### **Education**

Silver State High School – Carson City, NV  
*High School Diploma*

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### **Chris Vezina – Assistant Branch Manager/Payroll Manager, Carson City, NV**

*(Recruitment/Management of Resulting Contract)*

*P: (775) 200-0481, [cvezina@marathonstaffing.com](mailto:cvezina@marathonstaffing.com)*

- Establishes the ideal candidate profile for recruitment, including skills, experience, availability, etc. and helps create a Candidate Screening Questionnaire that is role-specific to drive consistency within the recruiting team
- Delegates staffing requests to recruiting personnel, monitor recruiting efforts and make appropriate adjustments
- Setting clear expectations and communication through regular team huddles and project checkpoint meetings
- Monitor candidate pipeline and track applications through the various stages of the process: assist with employee selection for the contract
- Ensures compliance with new hires I-9 forms and E-Verify
- Reviews candidate submittal process to ensure qualified candidates are being presented and thoroughly vetted according to the role's requirements
- Reviews the time-to-fill for all staffing requests on a daily basis to work with the recruiting team and senior management to make necessary improvements
- Exceptional communication with hiring managers to ensure client needs are met and exceeded
- Responsible for accurate payroll processing for temporary employees assigned to the State of Nevada
- Accurate invoicing and reporting practices
- Over 7 years of experience providing staffing services to the State of Nevada

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## Resume of Chris Vezina

### Employment History

#### **Marathon Staffing – Carson City, NV**

**09/2017 – Present**

*Assistant Branch Manager / Payroll Manager*

- Hired as a Placement Specialist in 2017 and promoted to roles of increasing responsibility
- Process payroll weekly and biweekly payrolls accurately and on time
- Performed timesheet verification, calculation, and data entry into system
- Conducted full-cycle recruiting including onboarding of new hires
- Ensured hiring documentation is completed, including Form-I9, E-Verify, Employee Benefits enrollment, W4 accuracy, etc.
- Administering safety orientation, client-specific orientation, skills testing, background checks, scheduling of drug tests, and more
- Assist in workman's compensation reporting, as needed
- Professional and timely interaction with clients
- Assist in creation of Key Performance Metrics for recruiters and ensure goals are being met and/or suggest ways to improve processes so to reach goals
- Build relationships with local Career Centers, Unemployment / Workforce Development sites to find local, available talent

#### **Marathon Staffing – Carson City, NV**

**08/2013 – 09/2017**

*Temporary Employee*

- State of Nevada – Carson City – Administrative Assistant III 05/2016 – 09/2017
- State of Nevada – Carson City – Data Entry Clerk 03/2016 – 03/2016
- State of Nevada – Carson City – Program Officer 03/2015 – 01/2016
- State of Nevada – Carson City – Clerk 11/2014 – 11/2014
- City of Carson City, NV – Clerk 08/2014 – 08/2014

#### **Dotty's Casino, Dayton, NV**

**09/2013 – 03/2014**

*Bartender / Clerk*

- Accurate cash and credit handling, customer service, cigarette sales, deep cleaning, receiving and stocking inventory, and making and serving drinks

#### **Slotworld Casino, Carson City, NV**

**10/2009 – 01/2010**

*Cash Cage Supervisor*

- Job duties included cash handling, running cash reports, managing large sums of money, and supervising a small team of cashiers.
- Gained small-team supervisory experience

#### **Capitol City Loans, Carson City, NV**

**10/2008 – 05/2009**

*E-Bay Sales / Appraisal / I.T.*

- Job duties included appraising and purchasing or putting loans out on incoming items, taking photos of new inventory for listing on E-Bay, listing items on E-Bay, taking phone calls about E-Bay listings, making sure the computer systems throughout the store remained in working condition, and training new E-Bay positions.

**Borders Books, Carson City, NV**

**10/2007 – 02/2008**

*Seasonal Sales / Inventory Control*

- Job duties included researching inventory, stocking and receiving inventory, cash handling, customer service, and meticulous inventory organization.
- Received a Salesperson of the Month award for exemplary customer service

**Education**

WNC, Carson City, NV	Psychology Major, Philosophy Minor	Present
WNC, Fallon, NV	Advanced Academics	
Gateways H.S., Fallon, NV	Upper Academic Studies	High School Diploma

**Luis Reyes – Division Manager, Carson City / Reno, NV**

*(Management Oversight of Resulting Contract)*

*P: (775) 200-0481, [lreyes@marathonstaffing.com](mailto:lreyes@marathonstaffing.com)*

- Will assist with overall account management of the resulting contract
- Develop effective recruiting strategies for recruiting team
- Maintain standardized interview processes to ensure consistent interview format is utilized with clear evaluation criteria, ensuring fairness; gather comparable data on candidates
- Setting clear expectations for Branch Managers and hold regular meetings to track the delivery of staffing services and key performance indicators (KPI's) such as time to fill, response time, interview to placement ratio, retention rates, and more
- Implementing quality checks on placements, payroll, invoicing, and contract compliance; ensures compliance with new hire I-9 forms and E-Verify
- Serve as a back-up and continuous support to the day-to-day operations management
- Seek opportunities to provide additional training to recruiting staff
- Utilize technology to maximize efficiency and compliance, streamlining candidate sourcing, communication, and data management
- Exceptional communication with hiring managers to ensure client needs are met
- Available after-hours for urgent requests from the State of Nevada's agencies
- Will ensure that Quarterly Administrative Fee and Usage Reports are sent from the Corporate Office on a timely manner
- Over 20 years of experience in recruiting and staffing industry, including servicing accounts such as Tesla, State of Nevada, and other accounts requiring a of recruitment and customer service expertise

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## **Resume of Luis Reyes**

### **Employment History**

#### ***Marathon Staffing – Division Manager***

***2024 – Present***

- Lead and develop the Northern Nevada Recruiting team by fostering a collaborative culture. Provide training, development, and mentorship to team members for both achievement in team and individual goals.
- Create standard operating procedure documentation for the facilitation of training activities on a national basis.
- Identify and implement automation and optimization opportunities for recruiting processes to ensure the best candidate experience.
- Manage all business-to-business sales activities for the Northern Nevada region.
- Build, maintain and foster strong relationships with key stakeholders across the organization, at various management levels (i.e., Directors, VPs, C-suite).

#### ***Tesla [Gigafactory] – Sr. Recruiter | V.P. for Latinos At Tesla***

***11/22 – 06/24***

- Successfully filled multiple positions for various disciplines within the company.
- Known for cultivating robust partnerships with both business leaders and prospective hires. Excelled in devising tailored hiring strategies to meet organizational needs.
- Immersed into local community initiatives, creating successful partnerships to attract both local top talent and marketing/branding for the company.
- Provided an exceptional candidate experience, ensuring each interaction left a lasting impression. Utilized my background in sourcing and assessing technical talent, coupled with a genuine interest in technology, skilled labor and high-volume recruiting, enabling the ability to thrive in dynamic environments.
- Skilled in project management and offer negotiation.
- Consistently delivered results with a unique blend of corporate and agency/executive search experience.
- Contributed to Tesla's mission of revolutionizing energy and transportation by implementing innovative recruiting approaches one hire at a time.

#### ***Tall Tree Foods – Sr. Talent Acquisition Business Partner***

***11/19 – 9/22***

- Talent Acquisition leader focused on recruiting strategy solutions while managing the recruiting budget and reducing spending from \$2.6M to \$1.4M for temporary position hiring and reducing IT, Professional and Executive Direct Hire recruiting cost by \$364,000.
- Created an integrated Talent Acquisition (TA) team.
- Partnered with local organizations to improve DE&I initiatives.
- Established TA KPI's for cost, productivity, and quality.
- Defined a 3-year Talent Acquisition strategy.
- Completed recruitment SWOT analysis for the company.

- Standardized Talent Acquisition by establishing Service Level Agreement document.

***INSTAFF – Midwest Area Branch Manager******9/16 – 10/19***

- Managed multiple locations with revenue of \$10M in branch operations.
- Responsible for all recruiter hiring, training and metrics in the State of Wisconsin.
- Recruited on a national basis.
- Posted available positions on job sites, ran social media accounts, set-up job fairs and ran payroll.
- Handled capital purchases and locating of new offices for expansion.

***Division 10 Personnel – Account Manager & Sr. Recruiter******12/15 – 9/16***

- Focused on Direct Hire, Contract and Contract-to-Hire positions on a local and national level. Responsible for full life cycle recruiting across all areas including IT, Finance, Health, Marketing, Sales, Project Management, Engineering, Quality and Operations.
- Worked with several MSPs and utilized various ATS systems.
- Developed and implemented creative, strategic recruitment plans and campaigns utilizing social media, military contacts, diversity program initiatives, universities and networking with internal and external resources.
- Functioned as a SME in sourcing and on all recruitment activities.
- Coach, develop and mentor fellow team members on recruiting and sourcing.
- Negotiated pay rates and bills rates as well as terms for Direct Hire and Contract placements.

***Manpower Group / Program Delivery Lead - RPO CORE******8/12 – 12/14***

- Hired on as Full Cycle Recruiter. Promoted to PDL; responsibilities included training recruiters to service National Accounts.
- Accountable for working with MSP's/VMS's to ensure client needs are met.
- Worked directly with clients and toured facilities, planned job fairs on-site and facilitated new hire orientations.
- Responsible for monthly and quarterly reviews of team members to ensure growth opportunities.

***The QTI Group / Senior Recruiter******07/10 – 08/12***

- Oversaw office functions and dealt with customer service issues.
- Supervised various employees and ensured quality work is provided in a timely fashion.
- Planned for company growth to ensure we have staffing and resources available to cover increased workload.

***Seek Careers/Staffing / Branch Team Leader / Skilled Recruiter******05/06 – 02/09***

- Hired as a Skilled Recruiter. Promoted to Branch Team Leader and was responsible for managing all branch functions and staff.

- Developed business plan for branch profitability and reached profitability for four consecutive periods.
- Played a key role that led Branch to second place company-wide with increased Gross Profits and Margins and an overall branch increase in excess of \$750,000.
- Established innovative “out-side-the-box” recruiting efforts including websites and networking events.

### ***United States Marine Corps/Sergeant***

Promoted to Sergeant in the United States Marines requiring leadership, discipline, pride, teamwork and all that the name Marine stands for today.

### **Education**

M.A.T.C – Diploma | NCOIC at Marine Corps Non-Commission Officer School  
DeVry Technical College

**Certifications-** Currently Pursuing Certified Staffing Professional (CSP) designation through American Staffing Association

### **Kelly Breen, Director of Branch Operations**

*(Senior Management for Resulting Contract)*

*P: (978) 840-8887, kbreen@marathonstaffing.com*

- Provides support to Division Managers and works with the recruiting team to ensure a healthy candidate pipeline is established for all temporary staffing contracts
- Responsible for customer service delivery, continuous improvement, recruitment program management, and overall contract implementation which may include customized candidate marketing, orientation materials, and more
- Setting clear expectations and empowering Regional Managers and recruiting teams
- Providing resources and support by allocating necessary resources (budget, personnel, technology) for recruitment success
- Empower managers and remove roadblocks when needed
- Proactively identify and mitigate potential challenges i.e., recruiting challenges, time constraints, etc.
- Seeks opportunities to provide additional training, value added services, and tools for all parties concerned
- Conduct staffing service level assessments to learn from successes and opportunities for improvement
- Experience with oversight of government contracts such as: State of South Carolina, State of Nevada, Sacramento Housing and Redevelopment Agency and more

## **Resume of Kelly Breen**

### **Experience:**

#### **Marathon Staffing** *Regional Manager*

**2010 – Present**

- Oversee the full recruitment lifecycle, including sourcing, screening, interviewing, and hiring candidates for light industrial, clerical and event staff
- Create and maintain schedules for staff, ensuring proper coverage for all shifts
- Coordinate the deployment and arrival of staff ensuring punctuality and professionalism
- Manage last-minute changes to address unforeseen circumstances
- Address staff-related issues promptly and professionally, resolving conflicts and ensuring a positive work environment
- Ensure compliance with relevant labor laws, regulations, and company policies throughout the staffing process
- Building and maintain relationships with external recruitment agencies, educational institutions, and other talent sources to ensure a strong pipeline of candidates
- Collaborating with hiring managers and department leads to understand their staffing needs and provide strategic guidance on staffing needs
- Lead, motivate and mentor a team of fifteen recruiters and managers
- Provide guidance and support to the team to ensure they meet their targets and goals
- Prepare and present regular reports on staffing activities, including metrics for senior management
- Conduct performance evaluations and provide feedback
- Set and monitor metrics and create reports detailing regional performance against targets
- Ensure branches within the region are operating in compliance with company policies and procedures
- Develop a regional budget, closely monitoring financial performance
- Assist with account development growth
- Establish and maintain strong relationships with key clients and partners

#### **CoWorx Staffing Services** *Recruiter*

**2006 – 2010**

- Sourcing candidates from career sites
- Interviewing candidates for light industrial and clerical positions
- Selecting applicants with specific skills for assignments
- Issue verbal and written warnings
- Process weekly payroll
- Answer unemployment claims before deadline
- Attend unemployment hearings on behalf of CoWorx Staffing



- Maintain and build strong relationships with clients
- Establish pay rate and bill rates

**Small World Communications**

**1999 – 2006**

*District Manager*

- Oversaw 6-8 employees in three locations
  - Customer Service
  - Constant knowledge of products and services
  - Trained new employees in opening and closing, computer system, products and services
- .....

Marathon Staffing's Corporate Office and Senior Management Team provide crucial support for the success of our local offices. This team's unwavering dedication, strategic leadership, and commitment to staffing excellence drive our organization forward every day. They support our clients, empower our staff, and ensure we maintain the highest standards in the staffing industry. The Senior Management Team and its credentials are as follows:

**Winnie Carrillo – Corporate Compliance Officer**

*(Regulatory Compliance for Resulting Contract)*

*P: (978) 649-6230, ext. 215. [wcarrillo@marathonstaffing.com](mailto:wcarrillo@marathonstaffing.com)*

- Over twenty-one (21) years with Marathon Staffing
- Over fourteen (14) years of experience in a broad range of HR functions including: recruiting, payroll, audits, investigation, training, HR policies, and compliance with labor and employment regulations
- Certificate in Human Resources Management - NCC
- SHRM Certification in California Law - HR Specialty
- University of Puerto Rico, BS in Political Science
- Interamerican University, MA in Labor Relations

**Suzanne Deshler – Accounting & Tax Compliance Manager**

*(Accounting Manager for Resulting Contract)*

*P: (978) 649-6230, ext. 206. [sdeshler@marathonstaffing.com](mailto:sdeshler@marathonstaffing.com)*

- Over twelve (12) years with Marathon Staffing
- Over twenty-five (25) years of experience in all aspects of accounting
- Specialty in payroll tax compliance, accounts receivable, cash reconciliations, quarterly and year-end tax reporting, and more
- Ensures Marathon's compliance with ever-changing fiscal regulations and technologies
- Providence College, BS in Accounting

**Colleen Foye – Human Resource Manager**

*(Corporate HR Representation for Resulting Contract)*

*P: (978) 649-6230, ext. 208. [cfoye@marathonstaffing.com](mailto:cfoye@marathonstaffing.com)*

- Over fourteen (14) years with Marathon Staffing
- Over fifteen (15) years of Human Resource Management
- Bridges management and employee relations by addressing demands, grievances, or other issues
- Partners with Marathon staff and government clients to aid in building and sustaining positive and compliant workplace practices
- Ensures our policies, processes and procedures are in line with regulatory standards
- University of Massachusetts at Lowell, BA in English

**Christopher Panagiotopoulos – Director of Innovation & Strategy**

*(Corporate Support for Resulting Contract)*

*P: (978) 649-6230, [chris@marathonstaffing.com](mailto:chris@marathonstaffing.com)*

- Over twenty (20) years with Marathon Staffing
- Leads Innovation & Strategy Teams in marketing, advertising, and corporate innovation strategies
- University of Massachusetts at Amherst, BS in Chemical Engineering
- Duke University, MS Engineering Management
- University of Chicago, MBA in Finance

**Tina Panagiotakos – Vice President, Operations**

*(Senior Corporate Support for Resulting Contract)*

*P: (978) 649-6230, ext. 203, [tpanagiotakos@marathonstaffing.com](mailto:tpanagiotakos@marathonstaffing.com)*

- Over thirty (30) years with Marathon Staffing
- Over thirty-two (32) years of experience in human resources management
- Responsible for back-office operations, payroll, administrative and Human Resource related functions for Marathon
- Manages large national employer relationships
- Northern Essex College, Accounting & Human Resources

**David Hawkins, CSP – Vice President, Service Delivery**

*(Senior Corporate Support for Resulting Contract)*

*P: (803) 760-3784, [dhawkins@marathonstaffing.com](mailto:dhawkins@marathonstaffing.com)*

- Over fourteen (14) years with Marathon Staffing
- Over twenty-five (25) years of experience in the temporary staffing business, over fifteen (15) years of government-entity staffing
- Provided hands-on leadership in delivering staffing results for contracts with the City of Mesa, State of South Carolina and Sacramento Housing & Redevelopment Agency, and more
- Ensured contract compliance and service level agreements are met
- Addresses urgent issues that may require escalation, serving as liaison to communicate complex requirements to various stakeholders, providing support to Account Manager for pending contract
- Certified Staffing Professional (CSP) through the American Staffing Association
- Georgia State University

**Kendra Strickland, CSP, CTS – Chief Operating Officer**

*(Contract Compliance Officer for Resulting Contract)*

*P: (978) 649-3510, [kstrickland@marathonstaffing.com](mailto:kstrickland@marathonstaffing.com)*

- Over twenty-three (23) years with Marathon Staffing
- Over twenty-six (26) years in the temporary staffing business
- Launched several governmental staffing contracts including those with the State of South Carolina, State of Nevada, City of Greenville, SC and more
- Will hold regular internal status meetings for contract management and oversee internal quality control, regulatory compliance reviews, and staffing metrics for the resulting contract
- Will work with internal IT team to develop any customized reporting required for the contract
- Certified Staffing Professional (CSP) and Technical Services Certified (TSC) through the American Staffing Association
- University of Massachusetts at Lowell, Liberal Arts

**Chris Panagiotopoulos- President & Chief Executive Officer**

*(Available to the State of Nevada, as needed)*

- Over thirty-eight (38) years of experience in the temporary staffing business
- Pioneer of national On-Site Staffing Programs
- Architect, e-commerce design for staffing industry applications, multi-lingual office automation, database design, authoring systems and business database applications
- Available for consultation on staffing and technological matters
- Massachusetts Institute of Technology (MIT), MBA, MS in Computer Technology and Management Engineering

The State of Nevada will have full management support up to the highest levels of the organization, including our CEO and President, Chris Panagiotopoulos. For urgent issues and emergencies, Kendra Strickland, COO, may be reached 24/7 by cell phone at (978) 799-1690. She is also available by email at [kstrickland@marathonstaffing.com](mailto:kstrickland@marathonstaffing.com) for any State request. Please note that 24/7 chat is also available on our website to provide continuous support to our employees and clients.

The Key Personnel presented to serve the State of Nevada locally have over twenty-five years of collective experience serving the State. The Executive Management team has been involved in the oversight and delivery of temporary employment services for the State of Nevada over the last twelve years. Many staff members are Certified Staffing Professionals, members of Society of Human Resources Management (SHRM), and recipients of advanced degrees and training/education in relevant coursework related to recruitment and workforce management. All Key Personnel regularly attend training provided through the American Staffing Association to stay abreast of current recruiting trends and employment regulations.

Through a partnership with Marathon, the State of Nevada will have the benefit of a local staffing company with deep roots in the community, as well as the following resources which deliver an exceptional capacity to serve the State’s evolving staffing needs:

<b>Marathon Division</b>	<b>Description</b>
<b>FIT Staffing-Technical Staffing</b>	Specialized Recruitment for Various Technical Positions
<b>National Recruiting Team</b>	Recruiting Division to Provide Local Branches with Additional Support for Hard-to-Fill Positions
<b>Marathon Opportunity Center</b>	Internal Sourcing Group/Call Center to Assist with Pre-Screening and Scheduling Candidates for Local Interviews for High-Volume Staffing Requests
<b>Marathon Innovation Team</b>	Dedicated Resources to Assist with Client Reporting, New Training Programs, and other Strategic Initiatives

**10.7.3. Current or former employees. If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.**

Marathon Staffing does not employ any person who is a current employee of an agency of the State of Nevada, nor do we employ any person who has been an employee of an agency of the State of Nevada within the past two (2) years.

**10.7.4. Exclusions. All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.**

Marathon Staffing agrees to all conditions and provisions of this solicitation and are accepted by Marathon and incorporated by reference in the response, except such conditions and provisions that Marathon expressly excludes in the response. Marathon acknowledges that any exclusion shall be in writing and included in the response at the time of submission.

**10.8. SUBCONTRACTORS**

**10.8.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.**

Marathon Staffing understands and agrees that subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation and that this does not include third parties who provide support or incidental services to the contractor.

**10.8.2. Vendor shall disclose all proposed subcontractors. Response should include a vendor information response form for each proposed subcontractor.**

Marathon Staffing understands and agrees that vendors must disclose all proposed subcontractors and the vendor response should include a vendor information response form for each proposed subcontractor.

Marathon will not be utilizing subcontractors to fulfill the obligations defined within this RFP.

**10.8.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.**

Marathon Staffing understands and agrees that vendors shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

**10.8.4. Vendor shall certify that subcontractors comply with mandatory minimum requirements except contract responsibility.**

Marathon Staffing understands and agrees that vendors shall certify that subcontractors comply with mandatory minimum requirements except contract responsibility. We do not anticipate the use of subcontractors as we have provided the services required for this contract on a regular basis for over ten years.

**10.8.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.**

- A. How the work of any subcontractor(s) shall be supervised**
- B. How channels of communication shall be maintained**
- C. How compliance with contracts terms and conditions will be assured**
- D. Previous experience with subcontractor(s)**

Marathon Staffing understands and agrees that vendor responses shall identify specific requirements of the project for which each subcontractor shall perform services. N/A

- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained
- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

#### **10.9.6. CLIENT REFERENCES**

- A. Vendor shall provide reference questionnaire attachment to client references from similar projects performed for private or public sector clients within the last five years.**

Marathon Staffing has provided the reference questionnaire attachment to client references from similar projects performed for private or public sector clients within the last five years.

- B. The single point of contact must receive at least three complete reference questionnaire documents directly from the client references via email.**

Marathon Staffing understands and agrees that the single point of contact must receive at least three complete reference questionnaire documents directly from the client references via email.

- C. The purpose of these references is to document relevant experience and aid in the evaluation process.**

Marathon Staffing understands that the purpose of these references is to document relevant experience and aid in the evaluation process.

- D. Reference questionnaire will not be accepted directly from proposing vendors.**

Marathon Staffing understands that the reference questionnaire will not be accepted directly from proposing vendors.

- E. Client references shall not be requested from the contracting agency.**

Marathon Staffing understands that client references shall not be requested from the contracting agency.

- F. The State will not disclose client references, but may confirm if a reference questionnaire has been received.**

Marathon Staffing understands that the State will not disclose client references, but may confirm if a reference questionnaire has been received.

- G. The State reserves the right to contact client references during evaluation or negotiations.**

Marathon Staffing understands that the State reserves the right to contact client references during evaluation or negotiations.

### Response to Scope of Work

3.1 General Information: This section will not require a response from proposing vendors.

Marathon acknowledges that this section did not require a specific response.

3.1.1 This solicitation is soliciting proposals from Temporary Employment Companies to provide services relating to administrative and office support. These services are on an as needed basis and upon request from State agencies and political subdivisions.

Marathon understands and agrees.

3.1.2 The awarded vendor will be responsible for hiring, firing, taxes, workers' compensation, sick leave and paid time off (PTO), etc. for temporary assigned individuals who are not employees of the State of Nevada.

Marathon understands and agrees.

3.1.3 The State will not guarantee any minimum level of usage for any resulting contract(s) under this RFP.

Marathon understands and agrees.

3.1.4 Vendors are encouraged to research positions that are commonly staffed under the class specification sections of the following link:

[https://hr.nv.gov/Resources/Class\\_Specifications/](https://hr.nv.gov/Resources/Class_Specifications/)

Marathon understands and agrees.

3.1.5 Classes with the most use can be found under sections 2.000, 4.000, and 7.000. When researching class specifications the pay grade is listed once vendors have selected the section.

Marathon understands and agrees.

3.1.6 Vendors are encouraged to visit the hr.nv.gov website for current pay rate information at the following link.

<https://hr.nv.gov/uploadedFiles/hrnv.gov/Content/Sections/Compensation/2024/PP01%20Classified%20Employee-Employer%20Pay%20Contribution%20Plan.pdf>

Marathon understands and agrees.

3.1.7 State agencies may refer a person to be hired to the contractor to sign up to perform specific services needed or a request for the contractor to recruit and provide the temporary employee.

Marathon understands and agrees.

3.1.8 Upon notification from the agency, the selected contractor will provide expedient temporary employment services. An e-mail or telephone call from the agency will constitute a request for service. Provide your website address for ordering and monitoring activity and indicate which is the desired method.

Marathon understands and agrees. Requesting agencies may submit a job order or staffing request at the following website: <https://www.marathonstaffing.com/state-of-nevada-temporary-employment-services/>

Orders may also be placed by calling or emailing any of our Nevada office locations as follows:

Marathon Staffing Office	Phone	Email
Carson City	(775) 200-0481	carson@marathonstaffing.com
Las Vegas	(702) 307-1320	lasvegas@marathonstaffing.com
Reno	(775) 235-6940	reno@marathonstaffing.com

Our desired method is whatever method works best for the client. We are flexible to receive orders and monitoring activity according to the preferences of the State of Nevada.

- A. The agency reserves the right to interview the candidate to determine their qualifications for the required position.

Marathon understands and agrees.

- B. The agency may reject and/or remove any individual who does not meet the requested experience or is deficient in the performance of the assignment.

Marathon understands and agrees.

3.1.9 Agencies may select the contracted vendor within their geographic region based on the preference of the agency.

Marathon understands and agrees.

3.1.10 Multiple contracts may be contacted to fill the same position, or they may just contact one of the contracted vendors.

Marathon understands and agrees.

3.1.11 As a result of this RFP, if contracts are awarded to new vendors, any long-term assignments will be required to transition to the new contracts.

Marathon understands and agrees.

**3.2.1. AGENCY RESPONSIBILITIES**

- A. Prior to contacting the contracted vendor(s) the agency is responsible for defining details of the request. This will include, but is not limited to:**

1. **Number of individuals needed,**
2. **Job duties,**
3. **Equipment to be used,**
4. **Knowledge, skills and experience,**
5. **Computer software to be used,**
6. **Hours of work,**
7. **Expected length of assignment,**
8. **Job related attire,**
9. **Position location,**
10. **Agency contact person, and**
11. **Other pertinent job-related information**

Marathon Staffing Group, Inc. (Marathon) acknowledges that prior to contacting the contracted vendor(s), the agency is responsible for defining details of the request. This will include, but is not limited to:

1. The number of individuals needed,
2. Job duties,
3. Equipment to be used,
4. Knowledge, skills and experience,
5. Computer software to be used,
6. Hours of work,
7. Expected length of assignment,
8. Job related attire,
9. Position location,
10. Agency contact person, and
11. Other pertinent job-related information

Marathon will gather the necessary information and create detailed job orders in our Applicant Tracking System (ATS), HireConcepts. Through our experience of serving the State of Nevada for over 10 years, Marathon is highly experienced in documenting all important job order information that we receive from each agency.

**B. Depending on the amount of detail required, it is recommended that the using agency submit this information in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.**

Marathon acknowledges that, depending on the amount of detail required, it is recommended that the using agency submit this information in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.

Marathon will be prepared to accept the job order details via email and if the agency needs to submit the request verbally for any reason, Marathon will confirm the details of the job order in a confirmation email that we will send to the requesting Agency. We have also created a State of Nevada Temporary Employment Services Request web page that may be further customized according to the needs of the State. This site may be viewed at:  
<https://www.marathonstaffing.com/state-of-nevada-temporary-employment-services/>

**C. The agency is responsible for requesting additional background investigations (if required) beyond normal references prior to the temporary assignment.**

Marathon acknowledges that the agency is responsible for requesting additional background investigations (if required) beyond normal references prior to the temporary assignment. Marathon will document in our staffing system any additional background investigations that are requested by the agency. We will ensure such screenings are completed successfully prior to the temporary assignment.

**1. Should an additional background check be required due to the nature of the assignment, the agency may be responsible for the cost of the additional checks.**

Marathon Staffing acknowledges that should an additional background check be required due to the nature of the assignment; the agency may be responsible for the cost of the additional checks. Marathon will communicate to the agency regarding the cost of the additional checks prior to performing this service.

**D. It is reasonable to expect employment eligibility and references will be required for all temporary employees; background checks for referrals by the State will be at the discretion of the agency.**

Marathon acknowledges that it is reasonable to expect employment eligibility and references will be required for all temporary employees and that background checks for referrals by the State will be at the discretion of the agency.

Marathon performs employment eligibility verification (I-9 process and E-Verify) and reference checks as our standard business practices. These requirements will be fulfilled with all temporary employees. Marathon will administer background checks for referrals by the State at the discretion of the agency.

**E. Standard checks which would include employment eligibility and reference checks shall be at the cost of the contractor.**

Marathon acknowledges and understands that standard checks which include employment eligibility and reference checks shall be at the cost of the contractor. This is aligned with our standard business practices.

**F. Other background checks will be at the discretion of each requesting agency. Additional checks will vary by agency and may be at the expense of the employee or the requesting agency.**

Marathon understands and acknowledges that other background checks will be at the discretion of each requesting agency and additional checks will vary by agency and may be at the expense of the employee or the requesting agency. We will gladly perform other background checks as requested. We are prepared to handle a variety of additional checks and may coordinate the payment of such checks by the employee, as appropriate.

**G. It is the agency's discretion if temporary employees will be allowed to start work pending successful completion of one or more of these verifications.**

Marathon understands and acknowledges that it is at the agency's discretion if temporary employees will be allowed to start work pending successful completion of one or more of these verifications. Marathon will gladly inform the agency of what results have come in and which results are pending if this may assist the agency in making their decision. We have our temporary employees sign a Background Check Release form for such purposes to allow us to share this information.

**H. In lieu of the aforementioned, agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential temporary assignment's starting date at the agency.**

Marathon Staffing acknowledges and understands that, in lieu of the aforementioned, agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential temporary assignment's starting date at the agency. Marathon is highly experienced in conducting pre-employment background checks and drug testing for our temporary employees. We will implement these screenings prior to the assignment start date as requested.

**1. State agencies will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.**

Marathon Staffing acknowledges and understands that State agencies will limit their background checks and drug testing requirements to the same as required of their own

permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.

**2. Requirements for background and drug screens will vary by the individual requesting agency.**

Marathon Staffing understands and acknowledges that background and drug screen requirements will vary by the individual requesting agency. We will fulfill the specific screening requirements set forth by each agency.

**I. Due to job requirements and environment (i.e., law enforcement), hiring decisions may be partially based on the results of the background checks and/or drug tests.**

Marathon understands and acknowledges that hiring decisions may be partially based on the results of background checks and/or drug tests.

**3.2.2. CONTRACTOR(S) RESPONSIBILITIES**

**A. The contractor is responsible for obtaining the information as described in Section 3.2.1, and any other information necessary to determine what job category satisfies the service request.**

Marathon Staffing Group, Inc. acknowledges and understands that we are responsible for obtaining the information described in Section 3.2.1, and any other information necessary to determine what job category satisfies the service request.

**1. The contractor will inform the agency's contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.**

Marathon understands that we will inform the agency's contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request. Upon receipt of the details related to the staffing request, Marathon will send a confirmation email including the proposed job classification based on the details of the position that have been provided by the agency. This confirmation email will also include the applicable rate that corresponds to the proposed job classification. These details will be confirmed by the agency contact to authorize Marathon Staffing to proceed with the service request.

**2. Placing temporary assigned individuals out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed to ensure this does not occur.**

Marathon Staffing understands and acknowledges that placing temporary employees out of applicable job classification is considered an abuse of the contract. Marathon will conduct periodic checks of requests and assignments to ensure that we have placed temporary employees appropriately and we have utilized accurate job classifications throughout our placement process.

**B. The contracted vendor(s) are responsible for conducting appropriate background and reference checks on its employees prior to any potential assignments and should be prepared to conduct more extensive background investigations when required as identified in Section 3.2.1**

Marathon Staffing acknowledges responsibility for conducting appropriate background and reference checks on its employees prior to any potential assignments and we are prepared to conduct more extensive background investigations when required as identified in Section 3.2.1.

**1. Vendors should identify in their responses the cost of additional background checks and tests.**

Marathon Staffing understands that vendors should identify in their responses the cost of additional background checks and tests.

There is no cost for additional background checks and tests.

**2. Failure to provide this information will be considered “no charge” to the State for background checks and tests.**

Marathon Staffing understands and acknowledges that failure to provide this information will be considered “no charge” to the State for background checks and tests.

**C. Contracted vendors will be responsible for federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, worker’s compensation, and liability insurance.**

Marathon Staffing acknowledges and understands that we will be responsible for federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, workers’ compensation, and liability insurance. Marathon has a strong operations team in our Corporate office who are dedicated to overseeing these functions. We have met such requirements continuously for over thirty-eight (38) years.

- D. The contracted vendors will be responsible for sick leave, paid time off (PTO) leave, etc. The State is only responsible to pay when the temporary employee is working. The State will not be charged for sick leave or PTO leave.**

Marathon Staffing understands and acknowledges that we will be responsible for sick leave, paid time off (PTO) leave, etc. and the State will not be charged for sick leave or PTO leave. We understand that the State is only responsible for paying when the temporary employee is working.

- E. The contracted vendor will be responsible for having insurance coverage for any person sent to the State as employees under their Workers' Compensation policy and provide evidence thereof.**

Marathon Staffing understands and acknowledges that our company is responsible for having insurance coverage for any person sent to the State as employees under Marathon's Workers' Compensation policy. We have provided evidence of this coverage by including our current Worker Compensation Certificate of Insurance in the Section of the RFP labeled "Other Informational Material."

- F. The contracted vendor is responsible for conducting periodic quality assurance checks with the agency's contact person to verify that the agency's requirements are being fulfilled by the temporary assigned individual.**

Marathon Staffing acknowledges and agrees that we are responsible for conducting periodic quality assurance checks with the agency's contact person to confirm that the agency's requirements are being fulfilled by our temporary employee(s).

- 1. At a minimum, these checks should be completed at the end of the first week of any assignment and monthly on long-term assignments.**

Marathon Staffing agrees and acknowledges the requirement to complete these checks, at a minimum, at the end of the first week and on a monthly basis for long-term assignments.

- G. Temporarily assigned individuals may be changed to permanent placement if the individual elects to accept employment with the State within or outside of the contract agency. This will incur no fee to the State.**

Marathon acknowledges and agrees that our temporary employees may be changed to permanent placement if the individual elects to accept employment with the State within or outside of the contract agency. We understand and agree that this will not result in any fee to the State. When Marathon's temporary employees become permanent employees of our

clients, we celebrate this transition and consider this a positive result of a good temporary placement.

**H. The State will not be responsible for the contractor's employees who voluntarily leave the contractor's employment or engage with any other company of entity.**

Marathon Staffing understands and acknowledges that the State will not be responsible for Marathon's employees who voluntarily leave our employment or engage in employment with any other company of entity.

**1. The frequency of conversions to State service is unknown; however, is by no means common.**

Marathon understands this information regarding the frequency of conversions to State service is unknown but is by no means common. We will readily accommodate any situation in which our temporary employees are offered permanent employment with the State.

**2. The State will not pay a placement or conversion fee for individuals who are a direct referral from the State.**

Marathon Staffing acknowledges and agrees that the State will not pay a placement or conversion fee for individuals who are a direct referral from the State.

**I. The contracted vendor will have the ability to bond temporarily assigned individuals as directed by the agency. The fee for this service will be borne by the agency. Selection of the bonding insurer is at the contractor's discretion; however, each insurance policy shall be:**

- 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and**
- 2. Currently rated by A.M. Best as "A-VII" or better**

Marathon Staffing has the ability to bond temporarily assigned individuals as directed by the agency and the fee for this service will be borne by Marathon. We acknowledge that the selection of the bonding insurer is at Marathon's discretion. Our ability to do so is achieved through our insurance company that is authorized to do business in the State of Nevada and this company is currently rated by A.M. Best as A-VII or better.

Marathon has provided evidence of this coverage by including our current Certificate of Insurance in our Technical Proposal under “Other Informational Material.”

- J. In the event a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance by an authorized contract agency representative.**

Marathon Staffing acknowledges and agrees that, in the event that a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance by an authorized contract agency representative.

- 1. Travel expenses must be submitted on the State’s Claim for Travel Expenses form with original receipts for airfare, rental cars, parking and/or hotel receipts.**

Marathon Staffing agrees and acknowledges that any travel expenses must be submitted on the State’s Claim for Travel Expenses form with the original receipts for airfare, rental cars, parking and/or hotel receipts.

Marathon will ensure that this requirement is met should there be any approved /authorized travel expenses.

- 2. Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site [www.gsa.gov](http://www.gsa.gov).**

Marathon acknowledges that valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA website [www.gsa.gov](http://www.gsa.gov).

This is Marathon’s standard business practice and temporary employees with authorized travel costs will be informed that approved travel rates will be in accordance with the GSA site.

- 3. The temporary assigned individual and the agency’s contact person must sign the travel expense form.**

Marathon Staffing will ensure that the temporary assigned individual and the agency’s contact person both sign the travel expense form in order to process any travel reimbursements.

- 4. The form must be submitted with the contractor’s invoice for services with the travel expense as a separate line item on the invoice.**

Marathon Staffing acknowledges that the signed travel expense form will be submitted with our invoice for services with the travel expense listed as a separate line item on the invoice.

**5. The type of position requiring travel will vary based on the individual agency's requirements.**

Marathon Staffing understands and acknowledges that the type of positions requiring travel will vary based on the individual agency's requirements.

**K. The contractor must provide assistance to the agencies in problem resolutions, in regard to temporary assigned individuals, at no additional cost to the State.**

Marathon Staffing acknowledges and agrees to provide assistance to the agencies in problem resolutions, in regard to temporary assigned individuals, at no additional cost to the State.

Marathon believes that this is a cornerstone of excellent customer service, and we would never seek to charge the State for assistance in resolving issues with any temporary employee.

Marathon Staffing's Problem Resolution Process Overview:

- We communicate with the customer contact registering the complaint of the plan of action to be taken to correct the problem/deficiency that has been brought to our attention. We seek collaboration with our clients to ensure that the plan of action meets their needs and goals.
- Corrective action may include, but is not limited to temporary employee counseling, performance warnings, training/re-training, ending of assignment, replacement temporary personnel provided, etc.
- Corrective action may require the presence of Marathon management to address urgent or sensitive issues; it is our standard practice to diffuse situations and try to resolve issues when the temporary employee is away from the client site. For example, we may request the temporary personnel to come into our office to meet with them to address a concern.
- We communicate the problem resolution actions that were conducted and with customer agreement, the problem resolution process can be closed for the specific issue. Local management advises Executive Management Team of problem resolution actions in Weekly Huddle Meetings.
- Resolution of any minor deficiency should be handled within four (4) hours. More substantial issues may require twenty-four (24) hours to resolve. Should these timeframes not be met for resolution, the problem must be escalated to Corporate Executive Management.

- Resolutions must be documented in the HireConcepts staffing system in the Client and Job Order profile and the local Marathon Manager must verify the effectiveness of the corrective action that was implemented with follow-up with customer within five (5) business days.

**L. The contractor's temporary assigned individuals agree to be bound by the State's security regulations, policies and standards as required by the agency (e.g., Department of Corrections). This will vary based on the individual agency's requirements.**

Marathon Staffing understands and agrees that Marathon's temporary assigned individuals will agree to be bound by the State's security regulations, policies and standards as required by the agency. We understand and acknowledge that security regulations, policies and standards will vary based on the individual agency's requirements.

Marathon ensures that this information will be communicated to our temporary employees in a customized orientation for temporarily assigned staff placed at State agencies prior to their placement on assignment.

**M. The temporary assigned individual will complete a weekly timesheet supplied by the contractor. The timesheet should include the following:**

1. Name of the agency,
2. Name of the temporarily assigned individual,
3. Dates worked,
4. Beginning and ending time,
5. Number of regular hours worked each day, and
6. If applicable, the number of overtime hours worked each day.

Marathon Staffing understands that assigned individuals will complete a weekly timesheet supplied by Marathon and will include the following:

1. Name of the agency,
2. Name of the temporarily assigned individual,
3. Dates worked,
4. Beginning and ending time,
5. Number of regular hours worked each day, and
6. If applicable, the number of overtime hours worked each day

Marathon will ensure that our temporary employees complete a weekly timesheet supplied by Marathon Staffing with the required information described above.

Marathon has the ability to offer both paper and electronic timekeeping methods that meet the above listed criteria, according to the preference of the State agency.

**N. The contractor shall be responsible for the proper care and custody of any State-owned personal tangible property and real property furnished for use in connection with the performance of the contract.**

Marathon Staffing understands and agrees that we will be responsible for the proper care and custody of any State-owned personal tangible property and real property furnished for the use in connection with the performance of the contract.

**1. The contractor will reimburse the State for such property loss or damage caused by the contractor's assigned individual, with the exception, of normal wear and tear.**

Marathon Staffing agrees to reimburse the State for such property loss or damage caused by Marathon's assigned individual, with the exception of normal wear and tear.

**2. The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the employee's assignments.**

Marathon Staffing understands and acknowledges that equipment used may include computers, copy machines, phones, printers, etc. We understand that equipment to be used may vary depending on the employee's assignments.

**3. Temporary assigned individuals should use reasonable care with State property; willful or negligent actions may result in the State seeking reimbursement from the contractor.**

Marathon acknowledges and agrees that our temporarily assigned individuals should use reasonable care with State property and that willful or negligent actions may result in the State seeking reimbursement from the contractor.

Marathon will communicate within our Policies and Procedures the standard of care for State property that is expected of all temporarily assigned individuals who are placed at any agency with the State. Policies and Procedures are signed and acknowledged by all temporary employees placed on assignment at the State.

**O. Unless specifically excluded by the agency in its description of job duties or equipment to be used, Contractor shall assume that temporary assigned individuals may drive State of Nevada motor vehicles when authorized by the agency. The contractor will be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles owned or leased by the State of Nevada.**

Marathon acknowledges and agrees that, unless specifically excluded by the agency in its description of job duties or equipment to be used, Marathon shall assume that temporarily assigned individuals may drive State of Nevada motor vehicles as authorized by the agency. Marathon will be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles that are owned or leased by the State of Nevada.

Marathon has such insurance coverage in place for these purposes.

**P. It is strongly recommended that any temporary assigned individual who will be driving a State vehicle enroll in Risk Management's Defensive Driving course.**

Marathon acknowledges and agrees that any temporary assigned individual who will be driving a State vehicle will be strongly encouraged to enroll in Risk Management's Defensive Driving course.

Safety is especially important to Marathon, and we will incentivize our temporary employees to participate in this driving course, at no cost to the State.

**1. The course is held in Las Vegas, Carson City, and Reno and is a four (4) hour classroom course.**

Marathon will work with our temporary employees to help schedule and coordinate this four (4) hour classroom course to be held in Las Vegas, Carson City, and/or Reno, as applicable.

**3.2.3. STAFFING REQUIREMENTS**

**A. Terms of availability or unavailability in response to a temporary assignment request are as follows:**

**1. Contractor will notify the requesting agency regarding availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.**

Marathon agrees that we will notify the requesting agency of availability within four (4) hours after a request is made for services that will commence within five (5) working days following the staffing request.

- 2. Contractor will notify the requesting agency regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.**

Marathon agrees that we will notify the requesting agency regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.

- 3. Contractor will confirm with the agency the arrival of its employee by telephone within one-half (1/2) hour after scheduled arrival time.**

Marathon agrees that we will confirm with the agency the arrival of our employee by telephone within one half (1/2) hour after the employee's scheduled arrival time. Our staffing system also alerts us to conduct arrival checks within this window of time.

- B. Contractor is responsible to communicate with its employee the agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.**

Marathon understands and agrees that our company is responsible to communicate with our employees regarding the agency's requirements regarding hours of work, duration, location, expectations, dress code, and other information concerning the assignment.

Marathon considers this a critical step in successful placement of our temporary personnel. Therefore, we develop customized orientation processes and materials to communicate all necessary information to our temporary employees to prepare them for their assignment. We communicate this information to employees verbally, in written email, and through a reminder text prior to their start time.

- C. All temporary assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the individual agencies. Temporary employees must dress according to the requirements of the agency requesting the assignment.**

Marathon understands and agrees that all temporary assigned individuals will be dressed appropriately for the assignment and maintain a professional demeanor. We understand that the dress code policy is established by the individual agencies. Marathon temporary employees will be fully informed ahead of their scheduled start date regarding the proper dress code of the agency to which they will be assigned.

This is communicated both verbally with our temporary employee and documented within our Assignment Details Confirmation form that is sent by email to the individual prior to

placement. We also emphasize the importance of maintaining a professional demeanor and explain in detail that the highest levels of professionalism are required for temporary positions for any State agency.

**D. Temporary assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.**

Marathon understands and agrees that temporary assigned individuals should be available for the entire length of the assignment and, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.

We will inquire as part of our screening process about the candidate's ability to commit to the entire length of assignment and only place individuals who confirm their availability for the duration of the temporary position. In the case that a replacement is required, a qualified replacement will be provided within twenty-four (24) hours of notification, including weekends and holidays.

Marathon provides after-hours and weekend coverage to facilitate replacements that must be made with short notice.

**E. The agency reserves the right to reduce the length of the temporary assignment and will provide the contractor with as much notification as possible.**

Marathon acknowledges and understands that the agency reserves the right to reduce the length of the temporary assignment and will provide its staffing contractor with as much notification as possible.

Our philosophy is that the ability and flexibility to change the duration of temporary assignments is a key benefit of the workforce solutions that we provide to our clients.

**F. Work Hours**

**1. The exact work hours for temporary assigned individuals will be determined by the agency. Normal work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State observed holidays.**

Marathon acknowledges and understands that the exact work hours for temporary assigned individuals will be determined by the agency. We understand that normal work

hours typically begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday, excluding State observed holidays.

**2. Temporary assigned individuals will work no more than eight (8) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week.**

Marathon acknowledges and agrees that temporarily assigned individuals will work no more than eight (8) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week. This will also be communicated to the temporary assigned individuals.

**3. Temporary assigned individuals will not be paid for their lunch hour.**

Marathon acknowledges and agrees that temporarily assigned individuals will not be paid for their lunch hour. This is Marathon's standard business practice, and our temporary employees are informed that they must deduct their lunch time from the daily hours that they record on their timesheet.

**4. Temporary assigned individuals will only be paid when they are on the job.**

Marathon acknowledges and agrees that temporarily assigned individuals will only be paid when they are on the job.

**5. Agencies have the right to request temporary assigned individuals to work holidays, evening/night, weekend or shift work.**

Marathon acknowledges and understands that agencies have the right to request temporarily assigned individuals to work holidays, evenings/nights, weekends or shift work.

When we confirm the scheduled work hours with our temporary assigned personnel, we explain that the requesting agency reserves the right to make changes to the work schedule and this may include holidays, evenings, weekend, or other shift work.

**6. Hours may vary per the requesting agency.**

Marathon understands and acknowledges that hours may vary per requesting agency.

We are familiar with and experienced with scheduling temporary personnel according to the specific needs of various agencies. Marathon has the ability to mass communicate any schedule changes via text blast, email, and autodialing a list of temporary employees who may be impacted by a schedule change.

- G. The State reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the State. Any time beyond the initial eight (8) hours of service, the temporary assigned individual is determined to be unsatisfactory; the contractor agrees to issue a credit invoice to the agency for the total charges from the time the agency notifies the contractor to request a replacement.**

Marathon acknowledges and understands that the State reserves the right to request a replacement of any individual. If, for any reason, a replacement is required within the first eight (8) hours of service, there will be no charge to the State. Any time, beyond the initial eight (8) hours of service, the temporary assigned individual is determined to be unsatisfactory; Marathon agrees to issue a credit invoice to the agency for the total charges from the time the agency notifies the contractor to request a replacement.

- 1. The contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the agency has the option to contact a different contractor for the service.**

Marathon understands and agrees to replace an unsatisfactory individual within one (1) business day. We understand that the agency has the option to contact a different contractor for the service.

Marathon does our best to reduce the need for replacements through a thorough screening process, yet we understand at times that a replacement is necessary, and it is the right of the agency to request an immediate replacement. We maintain a pre-screened candidate pool for positions that are frequently requested. We continuously recruit new talent for all types of positions to ensure that we are able to make replacements within eight hours, as needed.

- 2. The agency shall be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the agency's requirements.**

Marathon acknowledges and agrees that the agency will be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the agency's requirements. We will conduct quality checks to proactively request feedback on the agency's satisfaction with our temporary placements.

### **3.3 Vendor Response to Staffing Requirements**

**3.3.1 Vendors must describe how they will obtain and assign temporary staffing under the contract. The vendor's policies and responses must include the following:**

- A. Define skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant.**

#### **Screening:**

Our screening process begins with a careful review of the candidate's resume and previous experience for consideration of the open position. Our recruiting team seeks relevant work experience, stable work history, and pertinent skills, training, and education that connect with the specific staffing request. Candidates that present a strong match according to their resume will proceed to have a phone screen with our recruiting staff.

In the phone screen process, we will inquire about gaps of employment that may be evident on their resume and obtain the reasons they left their jobs if numerous job changes are noted. These questions can help identify any red flags early in the screening process. We will also evaluate the candidate's relevant background, and their level of job match based on their qualifications, experience etc.

Upon successful completion of the phone screening, the candidate is invited for a comprehensive interview. This may be done in person in our Carson City, Las Vegas, or Reno office locations or by web conferencing for positions located in a remote area. A thorough interview is conducted to assess the candidate's skills, ability, knowledge, and attitude to perform the functions of the temporary assignment. As part of the screening process, we evaluate the candidate's level of professional courtesy in being punctual for their interview time, their communication skills, professional demeanor, and their follow up to any requests for more information (professional references, for example).

We will implement any and all screening measures that the State and the specific agency requires. Marathon Staffing participates in the Department of Homeland Security's E-Verify program so we can confidently provide our clients with employees who have a legal right to work status in the United States.

#### **Interviewing:**

Upon successful completion of a phone screening, the candidate is invited for a comprehensive interview. Interviewing is one of the most important screening mechanisms, as it is an informative way to learn about our candidates and assess their abilities for future placement with our clients.

We first schedule an interview with a Marathon recruiter at a specific date and time to determine the candidate's ability to arrive early or on time. We then gauge their ability to dress professionally for interviews and their ability to communicate clearly and effectively.

Marathon conducts thorough interviews with each candidate using Behavior Based Interviewing to determine the candidate's suitability to meet the requirements set forth by our client, including skills, ability, knowledge, and attitude to perform the functions of the temporary assignment. These inquiries can tell us how the candidate behaves in specific situations, such as providing professional customer service, overcoming challenges with colleagues, and maintaining integrity in their work environment, specifically while unsupervised.

A well conducted interview is crucial to the successful placement of employees to assignments that meet their skills, attitude, and ability. Our interview process includes the following:

- Verification of personal information so that we can reach the candidate easily and are aware of when they are available.
- Overview of the candidate's educational experience including what school they attended, focus of study, training courses completed, etc. This will also include a review of any certifications required by the client.
- Thorough review of candidate's past and present employment. This includes discussion of their contributions to each employer, their daily responsibilities, why they are seeking alternative forms of employment, why they have already left their previous employer, etc. We will also inquire about any past work history with the State to confirm the candidate's ability to be re-hired. Examples of questions that we ask during this portion of the interview include:
  - "Walk me through your standard workday, from beginning to end."
  - "In order of priority, what were your three main responsibilities?"
  - "Did you have deadlines and were they met on time? How did you achieve them?"
  - "When you were faced with dealing with a difficult customer or co-worker how did you handle the situation?"
- Client fit evaluation where we inquire about topics, skills, abilities, preferences, personal goals, etc. that are geared specifically to determine if the candidate is a good match for our client. Examples of questions used to evaluate client fit are:
  - What things do they like about their present or last company, and what did they dislike? This will help in matching them to a career opportunity.

- Advancement (career path). How important is this?
  - Management style for which the applicant prefers to work. What qualities do they value in management and what kind of management motivates them best?
  - How has their education prepared them to successfully perform work in a certain field?
  - How would they rate themselves on specific skills that the job requires? Are they willing to take a skill assessment to demonstrate their competency?
- Discussion of extracurricular activities that may translate well into skills helpful for the workplace.
- Overview of the Candidate's requirements. Marathon ensures that the candidate's requirements will be fulfilled by the assignment once we have determined that the candidate is a good match. It is crucial to ensure the candidate's requirements (desired salary, work schedule availability, etc.) match what is offered by the position, as this is key to reducing placement turnover.
- Summary of Marathon's process moving forward. Marathon explains to the candidate the selection process for the position so that they are informed about the next steps to take (i.e., resume submittal, phone screening with a client, attending an in-person interview, or if they will be a direct placement to the worksite).

Marathon Staffing has created a wide array of screening questionnaires for every position type and industry. A sample of a Hiring Screening Questionnaire used in Behavior Based Interviewing for Administrative candidates, follows:

## Hiring Screening Questions – Administrative Assistant

### **Position Fit Criteria**

*(Establish Potential Position Fit Prior to In-Depth Screening Questions)*

- Commute**
- Work Schedule**
- Overview of Work Environment**
- Familiarity with Job Duties and Compensation for Role**
- Conformance to Applicable Requirements: Willing to participate in necessary Pre-employment background, Drug Testing, Reference Checks, etc.**
- Any Previous Experience working for Client (if so, the candidate's eligibility for re-assignment must be checked first with client)**

### **Experience & History**

**Question:** Walk me through your previous jobs and positions. Where and when did you perform work that is similar to the role that you are interviewing for? Who did you report to and how was the job similar to the one we are discussing today? Would you please share the circumstances surrounding why you left that position?

**Question:** Which position that you described in your work history was your favorite? Which position was your least favorite? Would you please share why you enjoyed your favorite job and why you didn't enjoy the one you describe as your least favorite?

**Question:** Would you please share the circumstances which led to your leaving each place of employment listed in your work history?

**Question:** When I call your past supervisor(s), how would they rate you on the following skill sets (describe specific skill and/or ask for how they would be rated on aspects such as Quality of Work, Attendance, Attitude) on a scale from 1-10? A follow-up question should be asked if the candidate indicates anything less than a 9 or 10 as to why they believe that would be their rating.

### **Organizational Skills**

**Question:** How do you prioritize tasks when faced with multiple projects and deadlines?

**Question:** Have you ever been responsible for maintaining records or handling data entry? How did you ensure accuracy?

**Question:** What's one organizational skill you think you've mastered, and how has it helped you succeed in your job?

### **Computer Skills**

**Question:** What level of computer proficiency do you have? What software applications are you comfortable using?



### **Skills Testing:**

Marathon Staffing offers customized testing of candidates for our clients so we can best match individuals to your staffing needs. We have the flexibility and technology to implement a wide range of testing that may be helpful to place potential candidates on assignment at various positions throughout different state agencies.

Chiefly, Marathon utilizes SHL Talent Central to conduct skills testing and pre-employment assessments. This is an online testing portal where hundreds of skills tests are available for a wide variety of positions. A brief introduction to SHL Talent Central is in the RFP labeled “Other Informational Materials.”:

SHL Talent Central, as mentioned above, has hundreds of skills tests available to screen candidates on both hard and soft skills. Most common skills tests include:

- Accounts Payable/Receivable
- Basic/Advanced Math
- Basic Office Skills
- Bookkeeping
- Business Writing
- Computer Literacy
- Cost Accounting
- Customer Service Skills
- Data Entry
- Email Etiquette
- Ethical Decision Making
- Front Office Management
- Microsoft Excel 365
- Microsoft PowerPoint 365
- Microsoft Word 365
- Network Security
- Project Management
- Typing (Speed & Accuracy)
- Violence in the Workplace
- Workplace Health & Safety

The above list is a sample of the subjects available to us for testing candidate knowledge in placing personnel with the State of Nevada. Upon completion of the skills test, the score is sent via email to the applicant and recruiter. The score may also be sent to State, if desired. All test results are attached to the candidate profile in our Applicant Tracking System for future reference and use.

Below, Marathon Staffing provides an example of the results of a Workplace Administration Skills test available through SHL Talent Central:

### Jane Smith

Test ID: 377780032842016 | janesmith@gmail.com

Test Date: March 15, 2024

#### Workplace Administration Skills

99 %tile

Score: 94/100

#### Workplace Administration Skills

99 Percentile



#### Score Interpretation

- Evaluators' score:** Refers to human evaluators rating the candidate on a numeric scale (for example 1-5) from which an overall score is generated.
- AI-based evaluation (#/100):** Scores generated by artificial intelligence are shown as ratings on a scale of 1-100.
- Comparison score (percentile):** A score that's been compared against a group of other candidates (also known as a normed score). For example, a candidate in the 60th percentile has scored better than 60% of the people in the comparison group.
- Absolute score (#/100):** A score based on the number of correct responses. For example, a score of 60/100 means the candidate answered 60% of the questions correctly.

The color coding in this report is as given below:

- Scores between 71 and 100
- Scores between 31 and 70
- Scores between 0 and 30

Our screening mechanisms and testing abilities are very robust to ensure successful placements are made for our clients. Should the State require additional testing or screening capabilities, Marathon will invest in such tools at no additional cost to the State. Marathon Staffing offers customized testing of candidates for our clients so we can best match individuals to your staffing needs.

### **References:**

Marathon Staffing's reference checking process is another valuable screening in the placement of qualified candidates. Reference checks provide valuable insights into a candidate's work performance, reliability, and fit for future roles. We confirm timeframes of employment, job duties, satisfaction with the employee's quality of work, attendance, attitude, etc. Reference checks occur after the interview phase but before extending an offer of employment, ensuring we have a complete picture of a candidate's capabilities before making a hiring decision. Marathon's recruiting team also inquires if the individual could be considered for rehire when we conduct our reference checks.

Marathon has a long-standing guideline of requesting three (3) professional references and connecting with at least two (2) previous employers to verify work history. This helps us spot any inconsistencies in feedback and ensures a more balanced perspective from previous employers. We have partnered with several screening vendors in order to have a wide range of resources to ensure we obtain the most accurate information possible; however, when able, Marathon utilizes our own reference check form to assist our recruiting team in asking insightful questions into a candidate's employment.

Our standardized Reference Check form ensures that all important aspects of employment are covered, and all candidates are evaluated on the same criteria. An example of Marathon's Applicant Reference Check Form is included in the RFP Section labeled "Other Informational Material."

Not only do we conduct reference checks to obtain information on previous employment, but also to confirm the validity of the information supplied as accurate and not exaggerated. We gain insight into the candidate's strengths and weaknesses and reasons for separation. References may also alert us to any potential "red flags" when considering the candidate for employment. Candidates with negative reference check results that cannot be resolved by receiving reasonable clarification from either the candidate or another pertinent source, will not be submitted to the client for consideration.

Marathon's reference checking process complies with local, state, and federal employment laws. We avoid asking about any personal or protected information (e.g., age, marital status, medical history) and focus strictly on job-related performance. We maintain confidentiality throughout the entire process to protect both the candidate and the reference. We keep

detailed records of all reference check communications in our Applicant Tracking System to ensure transparency and allow us to review past hiring decisions. By providing clients with well-vetted, reliable candidates, we build staffing partnerships that last.

### **Background Checks:**

Background checks are another screening mechanism for Marathon to vet candidates for positions with our clients and this process begins with our candidates completing our full online application, including acknowledging and signing our background check release and substance abuse policy. These policies require a signature to give us consent to run a background check.

Marathon utilizes InfoMart as our primary, professional background screening provider subject to the Fair Credit Reporting Act. They are a National Association of Professional Background Screeners (NAPBS-accredited) third-party vendor. InfoMart “meet(s) or exceed(s) the measurable standard of competence as governed by the Background Screening Credentialing Council (BSCC)”, as referenced at <https://www.infomart-usa.com/press/infomart-achieves-accreditation-napbs/>. They are also a certified minority/women owned business enterprise (M/WBE). We also partner with additional background check vendors to facilitate quick background check results or when one provider may experience unforeseen delays.

To comply with all laws and regulations, the candidate completes the Background Check Release Form, providing personal information including their full name, date of birth, social security number, driver’s license number and address. Once this form is completed and signed, the candidate’s information is entered into the background check portal and the screening is ordered. Background check results are normally available within one (1) to three (3) business days for a clear result. Candidates who clear their background screenings are scheduled to start their position.

Candidates who are not selected for a position due to adverse background results are notified by InfoMart that a pre-adverse action is necessary. The candidate is then sent a copy of their background check results, a copy of the Fair Credit Reporting Act, and information from InfoMart as to how to clear up such issues. Depending upon state law, the candidate is allotted a certain number of days in which to address the issues and clear up the report findings, should they choose.

Once background check results are obtained, they are stored within Marathon’s Applicant Tracking System, HireConcepts, for compliance and auditing purposes. As a safeguard, our system provides alerts for staff to recheck backgrounds, should a client want periodic reporting. The job order in our system details the exact pre-employment screening process

necessary for the position, ensuring that we are in compliance with client needs and expectations.

Please see in the RFP Section labeled “Other Informational Material” a background check report including results with a Statewide Search, a Federal Criminal Search, and a Social Security Number verification. Marathon Staffing will gladly customize the parameters of our criminal background search process to suit the diverse needs of the agencies of the State of Nevada. Marathon will have candidates sign a Records Release Form so we may provide screening results directly to the State if the agency wishes to view the results of the background checks.

Additionally, we have facilitated other screenings to include Livescan for the Department of Justice (DOJ) and/or Federal Bureau of Investigation (FBI), fingerprinting, and reports from the National Crime Information Center, which exemplify the flexibility that we possess to provide all types of screenings for our clients.

Marathon will implement any and all screening measures that the State and the specific agency requires and we will communicate proactively with State Hiring Managers regarding screening statuses. We will be prompt in responding to the State’s requests and concerns. Additionally, we will utilize Agency feedback to refine our processes to better serve the State’s evolving needs.

**B. Describe any benefits and incentive programs, as well as skill enhancement opportunities which are available to assignable staff.**

Marathon Staffing celebrates our temporary employees, who we refer to as Marathon Team Members, and the contributions they make to our company and to our clients’ organizations. Therefore, we offer benefits, incentive programs, and skill enhancement opportunities, to our assignable staff, in order to be most competitive in the labor market and attract highly qualified candidates.

For health insurance benefits, Marathon is pleased to partner with Planned Administrators Inc. (PAI) to offer reasonably priced health insurance options to our valued employees. We offer several medical coverage options for employees to choose from and these plans have the option of adding additional coverage including dental insurance, vision insurance, life insurance, and short-term disability insurance. Descriptions of health care plans are included below.

The Fixed Indemnity Medical Insurance Plan is a comprehensive and robust option where an employee has coverage for accidents and/or illness. This plan covers a portion of ambulance services, emergency room visits, diagnostic testing, and more.

The Minimum Essential Coverage (MEC) Wellness/Preventative Plan can be utilized for coverage for preventive services such as physicals, immunizations, and routine health screening services. The MEC plan can be added to the Fixed Indemnity Medical Insurance Plan or selected on its own. This health insurance plan meets Affordable Care Act requirements.

The health insurance benefit plans described above are offered to all employees upon hire. Another coverage option available through Planned Administrators Inc. is a minimum value plan through Blue Cross Blue Shield for all full-time employees after a waiting period as defined in the Affordable Care Act. With this plan, Marathon contributes a sizable portion of the employee's health insurance plan's cost, in accordance with the Affordable Care Act compliance guidelines regarding affordability.

In addition to health insurance, Marathon offers an Employee Discount Program through Working Advantage. This program offers employees discounts on tickets for movies, museums, concerts, cell phone plans, and more. It also offers discounts on lodging, apparel and accessories, books and music, flowers, office supplies, etc. Employees seeking to utilize this program simply register with the Working Advantage website and utilize their specific member ID to enter the site.

A comprehensive list of benefits available to Marathon temporary personnel on assignment with the State of Nevada includes the following:

➤ Career Counseling	➤ Paid Time Off (up to 40 hours per year, accrued per applicable state law upon hire)
➤ Computer Software Training	➤ Prescription Coverage
➤ Dental Insurance	➤ Referral Bonuses
➤ Direct Deposit/Pay Card	➤ Resume Assistance
➤ Employee Discount Program	➤ Short Term Disability
➤ Health Insurance Coverage	➤ Two (2) Holidays after 1800 Hours worked (Memorial Day and Thanksgiving)
➤ Life Insurance	➤ Training Programs
➤ National Allergy 24/7 Online Support and Allergy Product Discounts	➤ Vision Coverage

Our company continuously seeks to add more benefits to our team members.

Marathon also supports employee retention including an Employee Recognition Program where we announce Employee of the Month winners, present tokens of our appreciation which include but are not limited to: gift cards, apparel, mugs, etc. to those that have great attendance/performance. We host employee recognition events during the American Staffing Association's Staffing Employee Week, hold employee cookouts, offer refreshments during our informational sessions, and more. Marathon is continuously seeking new ways to make our team members feel valued and welcome. We believe that building this level of trust and appreciation is key to retaining staff.

Marathon provides skill enhancement opportunities to assignable staff to help employees grow professionally, stay competitive, and secure better employment opportunities. Some additional training and development programs include, but are not limited to, the following:

- Administrative & Accounting – Microsoft Applications Training, Data Entry, QuickBooks
- Communication & Customer Service – Conflict Resolution, Active Listening
- Diversity & Inclusion – Creating an Inclusive Work Environment
- General Labor & Warehouse – OSHA Safety Training, Forklift Certification
- Healthcare–HIPAA Compliance, CPR
- Leadership & Teamwork – Managerial Training, Collaboration Skills
- Project Management- Project Management 101, Project Management Mini Boot Camp
- Sexual Harassment & Workplace Ethics – Preventing Sexual Harassment in the Workplace, Ethical Decision Making
- Technology- Cybersecurity, Web Development
- Time Management & Productivity – SMART Goal Setting, Effective Time Management

Marathon also offers Resume Building Workshops for individuals entering or reentering the labor market, as they often need assistance in developing a resume reflecting their knowledge, skills, and ability. We offer our innovative, proprietary AI-assisted resume building tool, Resume Runner, free of charge, to help individuals develop resumes that present their qualifications in the best light for the position they seek. This tool may be helpful to temporary employees who had an assignment end at a State agency. This proprietary tool developed by Marathon may be accessed here: <https://www.resumerunner.ai/>

By investing in employee skill development, Marathon Staffing creates a stronger workforce, increases job placements, and aids in building long-term relationships with clients and employees.

Our local offices also work with our temporary personnel on resume development, interview skills, provide information regarding local and online training opportunities, and coach personnel on networking and communication skills (LinkedIn profile creation as one example) to assist with our employees' professional development.

### **C. Explain the manner in which job assignments/job matching will be determined.**

In order to be successful in job matching and making suitable placements for job assignments, there first must be a wide pool of candidates available to assess, screen, and select from, to make the best placement of a qualified candidate. We need to fully understand the requirements for each position and document them so that all recruiting staff can refer to them. This will help ensure that each candidate is evaluated consistently based on the unique criteria for each role.

In order to obtain and assign temporary staff under the State contract, Marathon will source and screen candidates, seeking skilled professionals who meet job-specific qualifications, performance standards, and license and certification requirements. Our recruitment strategy encompasses a streamlined process, from request to placement, ensuring the right fit for each position.

Marathon Staffing's methodology and project management approach to obtain and assign viable temporary staffing under the contract for the State of Nevada, itemized for all stages of the assignment process, includes:

#### **Job Order Receipt:**

Marathon collaborates with our clients to gain an understanding of their business, their staffing needs, and ultimately, what they are seeking in a quality candidate. We then create thorough job order requisitions in our proprietary staffing software, HireConcepts. In addition to entering a clear job description, our system allows us to input all necessary qualifications for the positions including pre-employment screening requirements, educational and work history requirements, skills training, and more. Further, we document details about the department's priorities, work environment, dress code, parking procedures, billing requirements, and more, to ensure all parties are aligned.

Once a job order has been entered into our system, Marathon's Management Team develop recruitment plans for their staff, mapping out the advertising process, sourcing strategies, interview stages, timelines, etc. Our recruiters, or Placement Specialists, follow a defined roadmap including distinct stages – advertising/sourcing, screening, testing, interviewing, etc. They manage candidate pipelines and track applications through the various stages of the process, helping to identify bottlenecks and ensure smooth movement of qualified candidates.

#### **Recruitment/Advertising:**

Once Marathon's recruiting team has a full understanding of the State of Nevada's staffing request, we proceed with a full advertising campaign. We make significant investments in our

accounts with Indeed, ZipRecruiter, and LinkedIn, and through our partnership with CareerBuilder, our jobs directly appear on Google Jobs. Also, our suite of proprietary staffing technology includes our own Marathon Staffing job board, where Marathon candidates regularly check for new opportunities. We advertise via various online job boards and have an active presence on social media platforms including our Marathon Facebook page, community Facebook pages, Twitter, LinkedIn, and other social media sites.

Marathon believes that active community involvement is key to the company's success and our offices work closely with community partners to connect with the talent that our clients need for their organizations. We work with Career Centers, colleges and universities, and other venues where we can reach out to a diverse pool of available and qualified job seekers. Marathon has also added recruiting methods to include radio advertising, virtual hiring events, etc. and we continue to grow and expand in this area in order to best serve our clients.

Other recruiting tools Marathon has in place include customized landing pages, an auto-dialing system, and automated texting, all which allow our recruiters to reach numerous candidates quickly about job openings, changes to the work schedule, or to communicate urgent information. Our local offices are supported by the Corporate Marketing Team to ensure that all online job postings reflect the company's commitment as an Equal Opportunity Employer, and that advertising is optimized to reach the most qualified candidates.

The following recruiting and sourcing strategies have proven successful in support of our clients' staffing needs:

- Online job board advertising, including our own job board and landing pages
- Various career sites such as CareerBuilder, Monster, Indeed, ZipRecruiter, and more
- "Google for Jobs" job postings for local area
- Social networking on Facebook, Twitter, LinkedIn, and other sites
- Email and Texting Campaigns to candidates meeting specific qualifications within a twenty (20) mile radius of the client
- Customized Advertising in Local Publications - this includes local newspapers and sources that reach a diverse talent pool
- Participating in Community Outreach Events
- Networking with Non-Profits and Community Organizations
- Announcements on Job Boards at Local Colleges and Universities
- Advertising on Local Radio and/or Community Television (including bilingual outlets)
- Advertising on Public Transportation
- Advertising at the Department of Motor Vehicles
- Employee/Client Referrals and Referral Bonus Programs
- Job Fairs and Onsite Recruitments

- Strong relationships with local Career Centers and Employment Development Offices
- Open Houses and Ongoing Recruiting in our local office
- Programmatic Job Advertising

To recruit a diverse talent pool, Marathon utilizes our programmatic Job Advertising strategy using the following websites:



**Ongoing Advertising:**

- **Internal Resources:** One of the most successful sources of recruitment available is our current database of candidates – both local and national. Our recruiters can simultaneously search and update candidate records. Marathon has a proprietary candidate database of over 53,000 candidates in the Carson City, Las Vegas, and Reno areas. We also have candidates in more remote areas such as Elko, Ely, etc.
- **Pre-Qualified Candidate Pool and List Building Function:** We work closely with the client to research their needs and develop a pool of pre-qualified candidates for the skill categories most often requested. Our proprietary database (HireConcepts) has a ‘List Building Function’ that permits our recruiters to record and modify constantly ‘ready lists.’ This proactive recruiting and qualification process enhances our ability to provide backup personnel, as needed, and respond quickly to sudden increases in workload.

- **Computerized Search and Retrieval:** We utilize the latest computerized search and retrieval techniques. Through our Wide Area Network (WAN) and our state-of-the-art Applicant Tracking System, our regional and local offices have access to databases containing extensive candidate listings and background information. Using these recruitment tools, recruiters can search for qualified candidates across a variety of criteria, including experience, education, and skill qualifications.
- **Email Campaigns and Text Blasts:** We utilize email campaigns and SMS text blasts to reach out to our candidate pool quickly and efficiently. These tools are also helpful as we request referrals from our existing database of temporary team members.
- **Target Recruiting:** When necessary, we use targeted recruiting to systematically search for personnel with special qualifications. This concentrated approach is focused on local educational institutions, professional organizations, connecting with LinkedIn networks, and various recruiting sites to identify candidates for more technically demanding roles, or positions that require a unique skill set.
- **Networking:** Networking includes interfacing with employment development departments and local Chambers of Commerce. In addition, we utilize the following resources to increase networking effectiveness: (a) establish connections in the regional business community; (b) membership in professional organizations; (c) relationships with human resource personnel and (d) the use of job boards at local colleges and trade schools.
- **Referrals:** A historically important aspect of our recruiting philosophy is to view each employee as a potential source for new candidates. Through ongoing incentive and bonus programs, we access a continual stream of qualified employee referrals. The way we treat our staff comes back to us in positive referrals. We are proud to report that nearly 25% of our placements come by way of referral.
- **Outreach:** As a proactive employer, we strive to create a diversified and well-balanced workforce by developing employment and personnel policies that respect the individual rights of potential and current employees. Our recruitment specialists build working relationships with organizations that help us maintain and grow a diversified employee population.

### **Job Matching**

The manner in which job assignments/job matching is determined by Marathon Staffing is based on a strategic, data-driven approach to make the right fit for both the client and the candidate but also based on fair and equal employment opportunities for everyone, including protection from workplace harassment, regardless of race, color, sex, age, national origin,

religion, handicap, or disability. We recruit, onboard, and assign all applicants based on their qualifications and conduct thorough interviews with each candidate using Behavior Based interviewing to determine the candidate's suitability to meet the requirements set forth by our client. The steps taken to ensure the right match are as follows:

- Analyze State of Nevada job orders, as they arise, and thoroughly identify essential skills, qualifications, and experience required for the position, keeping workplace culture in mind.
- Source and screen skilled professionals who meet job-specific qualifications, license and certification requirements, and performance standards. Maintaining an ongoing recruitment process so to continue building a pool of candidates with skill sets that would benefit the State.
- Create position-specific Screening Questionnaires to aid in assessing the hard/soft skills and abilities of viable candidates, identify interpersonal and problem-solving skill levels. Ensure everyone is evaluated based on the same criteria.
- Conduct Behavioral Based Interviewing techniques, presenting an overview of the available position and company environment, verifying work schedule, and ensuring candidate availability, discussing commute times to confirm the candidate's ability to get to the job on time, and reviewing State policies/procedures to ensure understanding and compliance.
- Conduct hard/soft skills testing based on new requisition details, ensuring that the vetted candidates have the appropriate level of expertise in programs and subjects pertaining to the available position.
- Present resumes of fully vetted candidates to State Hiring Managers, including a candidate summary highlighting the candidate's specific skills that could be applied to the available position. schedule interviews, as requested, and present offers to candidates, as applicable.
- Order pre-employment screenings, including background checks and drug tests (as applicable), for candidates selected by State Hiring Managers, and inform the agency of screening status.
- Collaborate with the agency to determine when an employee should start the assignment, pending the receipt of screening results. Send and confirm receipt of selected candidate's Assignment Details, documenting all aspects of the assignment in detailed manner.
- Conduct regular follow-ups with the agency to ensure job expectations are met, address any concerns that arise, and/or identify areas of improvement or training opportunities.

We recruit, onboard, and assign all applicants based on their qualifications for the particular job and we do so without regard to any factor unrelated to their ability to fulfill the job requirements. Marathon is an Equal Opportunity Employer. A successful job matching process ensures higher retention rates, satisfied clients, and engaged employees. By using a combination of technology, human insight, and compliance measures, Marathon Staffing places candidates in roles where they will thrive.

A well conducted interview is crucial to the successful placement of employees to assignments that meet their skills, attitude, and ability.

As previously described, our interview process includes, but is not limited to, the following:

- 1.) Verification of personal information so that we are able to best reach the candidate and are aware of when they are available.
- 2.) Overview of the candidate's educational experience including where they attended, focus of study, training courses completed etc.
- 3.) Discussion of extracurricular activities that may translate well into skills helpful for the workplace.
- 4.) Thorough review of candidate's past and present employment. (This includes discussion of their contributions to each employer, their daily responsibilities, why they are seeking alternative forms of employment or why they have already left their previous employer etc.)

Examples of questions that we ask during this portion of the interview include:

- "Walk me through your workday, from beginning to end."
- "In order of priority, what were your three main responsibilities?"
- "Did you have deadlines and were they met on time? How did you achieve them?"
- "When you were faced with dealing with a difficult customer or co-worker how did you handle the situation?"

5.) Client fit evaluation...during this portion of the interview we inquire about topics, skills, abilities, preferences, personal goals etc. that are geared specifically to determine if the candidate is a good match for our client.

Examples of questions used to evaluate client fit are

- What things do they like about their present or last company, and what did they dislike? This will help in matching them to a career opportunity.
- Advancement (career path). How important is this?
- Management style for which the applicant prefers to work. Hands-on or hands-off?
- At which previous jobs did they perform similar work to the role that they are being considered for? How were those experiences?
- How has their education prepared them to successfully perform work in a certain field?

- How would they rate themselves on specific skills that the job requires? Are they willing to take a skill assessment to demonstrate their competency?
- Behavioral interviewing questions that inquire about how the candidate behaves in specific situations such as challenges with colleagues, providing customer service, and maintaining integrity in their work even when unsupervised.

6.) Overview of the Candidate's requirements Marathon ensures that the candidate's requirements will be fulfilled by the assignment once we have determined that the candidate is a good match. It is crucial to ensure the candidate's requirements (salary, scheduling and more) match what is offered by the position. This is a key to reducing placement turnover.

7.) Closing Comments...Marathon Staffing explains to the candidate the selection process for our client so that they are informed about the next steps to take. (i.e., resume submittal, phone screening with client, personal interview, or direct placement to the worksite)

#### **Assigning:**

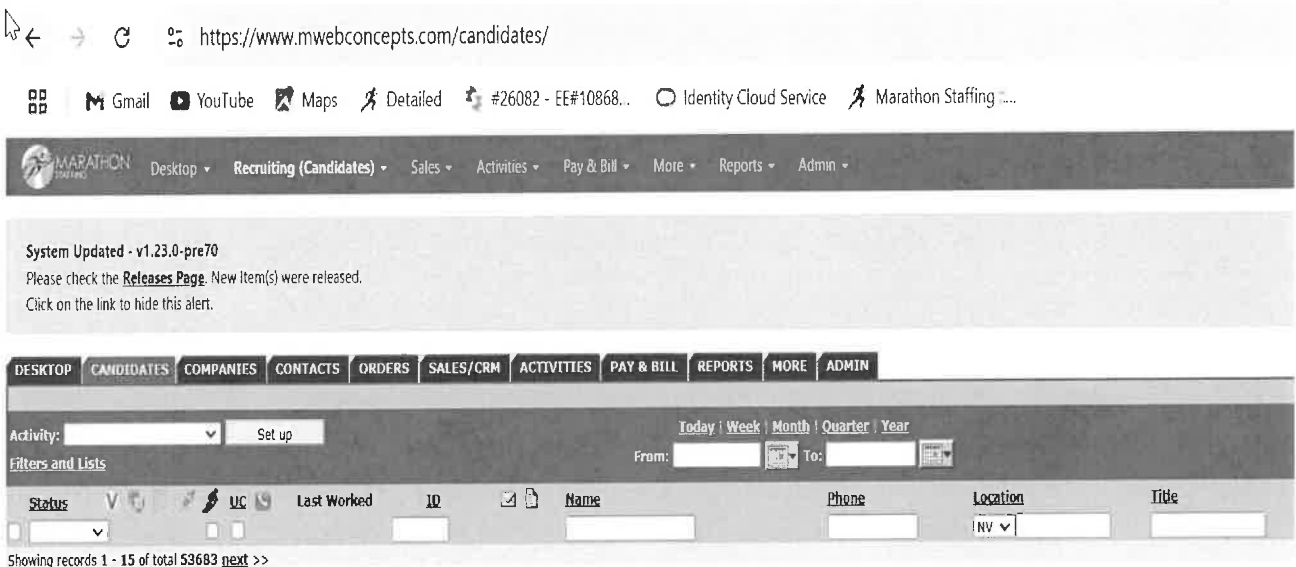
Once a desired candidate(s) is selected, Marathon will reach out to the candidate to confirm the assignment and reconfirm the candidate's continued availability. We will provide ongoing communication with the State of Nevada about the status of pending pre-employment screening results and, when clear results are received, the candidate may be assigned to the position. We send the selected candidate Assignment Details with all relevant job information, including the company name, address, contact name, job description, pay rate, dress code, parking information, position expectations, and more.

Marathon's Applicant Tracking System, HireConcepts, will automatically send assigned candidates a text reminder about the start date, time, address, and contact, for the assignment. Regardless of the method of confirmation, Marathon insists that candidates acknowledge receipt of the information, further ensuring the candidates' intention to start on the client's selected date.

Marathon Staffing's methods of obtaining and assigning candidates ensures a consistent flow of highly qualified candidates for the State of Nevada's hiring needs. We will systematically and regularly advertise to source candidates of all skill levels, ensuring that all online job postings reflect the company's Equal Opportunity Employer commitment, in order to reach a wide range of candidates from various backgrounds, as well as those with different experiences and perspectives. Marathon will continuously obtain and assign fully vetted temporary employees while following fair and legal hiring practices and maintaining compliance with the State of Nevada's requirements.

We are pleased to report that we have never received a complaint from a requesting agency about the breadth of our candidate pool in over ten years of working with the State of

Nevada. We attribute this to our investment and ongoing innovation regarding recruiting tools, technology, and our professional recruiting team that strives to continuously engage active and passive candidates to find the best talent for the State of Nevada. As evidence of our extensive experience and capability to provide the scope of work for this RFP, Marathon Staffing serviced 749 unique temporary assignments at the State of Nevada in 2024. This number does not include assignments made at municipalities, universities, etc. that utilize this contract. Marathon Staffing has over 53,000 candidates residing in Nevada in our proprietary candidate database (Carson City, Las Vegas, Reno, and other locations) which is evidenced in this screenshot of our staffing software candidate report:



Activity:  Set up Today | Week | Month | Quarter | Year

Filters and Lists From:  To:

Status	UC	Last Worked	IQ	Name	Phone	Location	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	INV <input type="text"/>	<input type="text"/>

Showing records 1 - 15 of total 53683 [next](#) >>

**3.3.2 Vendors should describe their minimum pre-employment screening. This may be negotiated with selected vendors to ensure consistency at entry level positions; additional requirements will be at the requesting agency’s discretion.**

Marathon Staffing will conduct thorough interviews with each candidate using Behavior Based interviewing skills to determine the candidate’s suitability to meet the requirements set forth by the agency in conjunction with Marathon’s pre-employment candidate screening processes. Our candidate screening process starts with our thorough application review and insistence that all candidates fully complete their own application. Our application also asks for professional references. Marathon Staffing makes clear that we have a strict substance abuse policy and we ask candidates if they will agree to a criminal background check and drug test (if applicable).

Our minimum pre-employment selection process includes the following:

- Careful review of work history/resume to identify employment gaps and determine cause for such gaps
- Request three professional references and obtain positive reference from at least two of the references provided
- Verification of communication skills (English communication skills or Bilingual language skills, as required)
- Inquiry regarding any previous work history working with the State so that we can inquire with the State and/or applicable agency that the employee is re-hirable
- Employee acknowledges Marathon's Substance Abuse Policy
- Employee participates in pre-hire safety training and pays attention to safety procedures
- Criminal Background Search, including Sex Offender Registry Search
- Thorough interview process to determine if the candidate has a positive attitude towards work, reliable means of getting to the assignment, and the necessary experience and/or skills
- Skills Testing for specific job position requirements
- Drug Testing for positions requiring the operation of equipment/vehicles or for other positions with unique safety concerns

All Marathon Staffing temporary employees are also Everified to ensure that they have a legal right to work status. We acknowledge that our pre-employment screening criteria may need to be modified according to the exact needs of the requesting agency.

### **3.3.3 Vendors should identify what they provide as a minimum for pre-employment background checks.**

Marathon Staffing's minimum for pre-employment background checks consists of the following screenings:

- Seven (7) Year Nationwide Criminal Search with Social Security Number Trace
- Sex Offender Search
- Social Security Verification

Marathon will ensure compliance to any level of background checks that the requesting agency determines should be performed. The above-mentioned screenings are our standard background checks when there is no specific package of pre-employment background check requirements requested by the client. We will adopt the requirement(s) of the State agency for all background checks.

### **3.4. REPORTING REQUIREMENTS**

**3.4.1 Contractors will provide quarterly reports of all temporary employment services invoiced under the contract. The attached report form, Quarterly Administrative Fee and Usage Reporting and Submission Requirements must be used.**

Marathon is highly experienced in providing quarterly reports of all temporary employment services under the contract, as we have provided Quarterly Reports to the State of Nevada consistently for numerous years. We submit Usage Reporting and the Quarterly Administrative Fee in a timely manner following the conclusion of each quarter.

Marathon can easily make any necessary changes required when reporting requirements change as we have a IT development team that supports our clients' reporting requirements. Marathon is also familiar with submitting a Quarterly Administrative fee for other government clients. We will comply with all reporting and administrative fee requirements.

**3.4.2. Reports are to be submitted to the name and address listed on the form on or before the 15<sup>th</sup> of the month following the end of each State fiscal quarter.**

**A. The State's fiscal quarters are as follows:**

- 1. July 1-September 30 – report due by October 15**
- 2. October 1-December 31 – report due by January 15**
- 3. January 1-March 31 – report due by April 15**
- 4. April 1-June 30 – report due by July 15**

Marathon acknowledges and understands that reports are to be submitted to the name and address listed on the form on or before the 15<sup>th</sup> of the month following the end of each State fiscal quarter. Marathon will comply with meeting the deadlines listed. We have considerable experience providing these reports and making timely administrative fee payments under previous State of Nevada contracts, having done so for several years.

**B. Failure to provide the quarterly reports in a timely manner may result in the assessment of one or more of the following penalties:**

- 1. Contract suspension or**
- 2. Contract termination**

Marathon understands and acknowledges that failure to provide the quarterly reports in a timely manner may result in the assessment of one or more of the following penalties:

1. Contract suspension, or
2. Contract termination

### **Other Informational Material**

**Please find the following informational materials provided in the order shown below:**

- 1. Certificate of Insurance**
- 2. CPA Letter of Financial Solvency**
- 3. Skills Testing Overview**
- 4. Applicant Reference Check Form**
- 5. Background Check Example**
- 6. Certified Staffing Professional (CSP) Certifications**



**Named Insured Schedule:**

Marathon Staffing Corporation Inc.

Marathon Staffing Group, Inc.

Marathon Staffing Services, Inc.

Marathon Deployment, Inc.

Marathon Management, Inc.

Maxservices Group Inc.

Marathon Staffing Solutions, Inc.

Marathon Staffing Management, Inc.

Marathon Staffing Resources Inc.