

## **Executive Summary**

We, at The Reserves Network (formally Staffing Connections LLC), have read RFP number 24-003 and understand that Muscogee County School District is in the process of seeking a temporary employment agency that has the capability to perform services consistent with recruiting, qualifying, scheduling, and maintaining payroll and documentation on temporary employees for assorted positions within the school district as outlined by the RFP. It is our understanding that as part of the recruiting process, The Reserves Network will be responsible for all services relative to recruiting, qualifying, drug screens, background checks, qualification of legal employment through E-Verify, assessments of skills where required and that the employee is an employee of The Reserves Network and not MCSD.

The Reserves Network is an equal opportunity staffing agency that provides employees and payroll servicing for temporary, temp-to-hire, and direct-hire opportunities. Our team is mission-ready to provide quality employees efficiently and effectively for the success of the MCSD mission of achieving their staffing and functional goals.

Our dedicated team of recruiters are experienced in the areas of accounting and finance, engineering, executive and management, healthcare, information technology, industrial and manufacturing, office and professional, and real estate. The Reserves Network constantly strives to be a leader in the staffing industry, and a lifetime employment organization for our clientele. We pride ourselves on being the first choice of employment for our employees and internal staff, based on respect for the individual, fairness, honesty, and integrity. Being the industry leader in partnering programs, responsive/cost-effective service, consultative staffing expertise, and creative solutions is our continuing goal.

The Reserves Network continues to meet and exceed, the mandatory minimum requirements to perform the duties of temporary employee contract placement within the Muscogee County School District as outlined in section 4.0 of RFP 24-003.

For general business and operational activities/information and operational decisions, the following company contacts will be available 24/7:

**1. Heather Clark - (Primary)**

Branch Manager

7 years

5629 Princeton Avenue, Suite 1

Columbus, GA 31904

706-324-1910 (office)

[hclark@TRNstaffing.com](mailto:hclark@TRNstaffing.com)

**2. Peggy Van Houten - (Backup)**

Sr. Area Manager

11 years

5629 Princeton Avenue, Suite 1

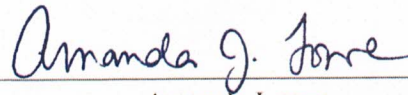
Columbus, GA 31904

706-324-1910 (office)

[pvanhouten@TRNstaffing.com](mailto:pvanhouten@TRNstaffing.com)

For contractual decisions, binding The Reserves Network to an agreement with MCSD, signature decisions would be escalated to the company Vice President & Corporate Counsel, Amanda Lowe.

Amanda Lowe  
Vice President & Corporate Counsel  
The Reserves Network  
22021 Brookpark Road  
Fairview Park, Ohio 44126  
440-779-1400  
[alowe@TRNstaffing.com](mailto:alowe@TRNstaffing.com)



Amanda Lowe

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- A. Financial Proposal (**Original only**)
- B. Proposal Certification
- C. Proposal Documents
- D. The Reserves Network Model Contract

## Company Background and Experience

**The Reserves Network**  
5629 Princeton Ave, Suite 1  
Columbus, GA 31904  
706-324-1910

**Primary Contact:**  
**Heather Clark, Branch Manager**  
5629 Princeton Ave, Suite 1  
Columbus, GA 31904  
706-571-9737  
[hclark@TRNstaffing.com](mailto:hclark@TRNstaffing.com)

**Incorporated in Ohio in 1984**  
**FEIN – 34-1711012**  
**Lease of current property**

The Reserves Network is headquartered in the Cleveland suburb of Fairview Park, Ohio and was founded in 1984 by Don Stallard, a former officer and pilot in the Air Force. His service inspired the name of the company and its red, white, and blue colors. The Reserves Network is now in its second generation of leadership, with Don's three children serving in key senior management positions. Neil Stallard is Chief Executive Officer, Nick Stallard is Chief Growth Officer, and Amanda Lowe is Vice President and Corporate Counsel.

In the decades since Don's initial vision, TRN has expanded into 35 states and eight different business lines and specialties: accounting and finance, engineering, executive and management, healthcare, information technology, industrial and manufacturing, office and professional, and real estate. The company now ranks as one of the largest staffing and talent engagement firms in the United States. Headquartered in Fairview Park, Ohio, TRN employs an internal staff of 275 and places 20,000 employees each year. The company has been doing business in the state of Georgia since 2008. Our local office in Columbus, joined the TRN business family in 2022 through the acquisition of Staffing Connections.

**The Reserves Network changes lives.** Others may think we just put workers into positions—we know these are real people doing mission-critical work. Every day we make lives better for those people by committing to:

**Quality:** giving our best effort each and every time. No shortcuts, no excuses, no exceptions.

**Reliability:** doing what we said we would, when we said we would. This time, next time and every time in the future.

**Integrity:** doing the right thing the first time, every time. We care about being honest, fair and ethical, even when no one is watching.

Our goal is to fully identify the needs of clients and provide exceptional customized staffing, recruiting, training and human resource support services. We have established ourselves as a key resource for the markets we work and live in, meeting the needs of individuals seeking new career opportunities and companies seeking qualified employees. Locally, we are proud to have served the Muscogee County School District in their mission success since 2013.

It is the goal of The Reserves Network to assimilate a management and operations team that ultimately benefits each client through superior and effective service. We welcome new ideas and testing that further facilitates the assembly of an effective The Reserves Network team in order to provide superior service that is truly second to none. We know that utilizing each team member's talents to fit their role with the company is important to a stable workforce that will perform effectively.

## **Your Service Team**

### **SERVICE & SUPPORT CENTER**

- **Neil Stallard, Chief Executive Officer**
- **Nick Stallard, Chief Growth Officer**
- **Amanda Lowe, Vice President & Corporate Counsel**
- **Laura Bowen, Chief Operating Officer**
- **Brian Seiberling, Chief Financial Officer**

### **LOCAL POINT(S) OF CONTACT:**

#### **Takilla Florence, Regional Operations Manager**

Responsible for managing, coordinating the growth and development of company daily operations.

#### **Experience:**

- 15 years sales and marketing
- Staffing and Operations Team Management Responsibilities
- Regional Account Manager
- Human resources and recruiting
- 25+ years of Human services & managerial experience
- Proficient with all customer service & analytical skills

**Peggy VanHouten, Sr. Area Manager**

Responsible for all aspects of recruiting, assessments, orientation, badges, reports, workers compensation, unemployment, payroll and technology management systems

**Experience:**

- 15 years human resources, sales and marketing, and Operations
- Managing and recruiting a temporary workforce of over 500 temporaries daily
- All aspects of workers' compensation and unemployment
- Oversight of day-to-day operations for 3 branch locations

**Heather Clark, Columbus Branch Manager**

Responsible for Columbus Branch day-to-day operations, compliance, payroll and client relations

**Experience:**

- 15 years of Human Resources management
- 10 years of interviewing & recruiting experience
- Payroll & Compliance manager
- Financial Operations Management
- Workers' compensation/unemployment Clerical/cost center recruiting
- Processing, recruiting, and training all new hire applicants
- CLIA certified

**Lydia Foster, Account Manager**

Dedicated MCSD Account Manager/Front line contact

**Experience:**

- 3 year professional recruiting
- Human resources generalist
- 2 years managing the current MCSD contract

## Our Mission Statement

The Reserves Network changes lives. Others may think we just put workers into positions – we know these are real people doing mission-critical work. We exist to provide superior customer service to candidates and clients through quality, reliability and integrity in our every interaction. We've built our reputation by living these values every day and creating flexible solutions and genuine relationships that carry us into the future.

### **BioTouch**

Chris Leath, Director of Operations

[cleath@biotouchglobal.com](mailto:cleath@biotouchglobal.com)

706-566-3052

8 years

Over the past eight years, our company has maintained an extensive and fruitful relationship with our esteemed client, BioTouch. In 2022, we achieved the distinction of becoming the exclusive provider to BioTouch, a significant accomplishment stemming from our superior performance that surpassed the offerings of four other staffing agencies. BioTouch is our largest client with sales in excess of 4.2 million. During peak operational periods, our commitment shines as we efficiently manage and deploy up to 350 contract employees across three shifts, ensuring that BioTouch's staffing needs are consistently met and exceeded.

### **Enrichment Services Program**

Pamela Miller, Sr. Director of Human Resources

[pmiller@espcaa.org](mailto:pmiller@espcaa.org)

706-649-1609

9 years

With a robust track record spanning nine years, we have diligently served our valued client, offering an extensive range of professional staffing solutions. Our expertise encompasses a diverse array of roles, including but not limited to Accounting, Clerical, Administrative Assistance, Culinary, Custodial, Data Entry, Family Advocacy, Customer Service, General Labor, Human Resources Generalist, Office Support, and Purchasing. Throughout our longstanding partnership, our dedication and commitment have been unwavering, resulting in an exceptional level of service that aligns seamlessly with our client's needs and objectives. We are proud to report annual sales of approximately \$250,000, reflecting our consistent performance and dedication to delivering high-quality staffing solutions tailored to our client's evolving requirements.

### **Panasonic Energy Group-America**

Bill Weeks, Vice President of Human Resources

[bill.weeks@us.panasonic.com](mailto:bill.weeks@us.panasonic.com)

706-563-0984

15 years

One of our largest clients with sales in excess of \$3.5 million and includes the following positions: light industrial, inventory, production and distribution for three of their plants in the area. This account requires one on-site manager, two group leaders and time and attendance systems at all locations. We have had up to 175 temporaries on-site at any given time.

At The Reserves Network, we take pride in offering our employees a comprehensive package of benefits that sets us apart from other agencies. Our commitment to our team members begins with competitive compensation, health, vision, and dental insurance plans available just two weeks into your employment. Additionally, we provide a 401(k) plan after one year, allowing you to plan for a secure future. We understand the importance of timely and reliable payments, which is why we ensure our employees receive their earnings weekly through convenient direct deposit. Beyond these financial benefits, when you partner with The Reserves Network, you gain access to a team of experienced recruiters. They are dedicated to advising you on all aspects of your job search and helping you achieve your career aspirations.

Our track record speaks volumes about our capabilities. Although we did not retain the contract in the previous RFP, our swift return was necessitated by the prior vendor's inability to meet their obligations as specified. Since reengaging, we have consistently provided diligent and effective service to the account. Our accomplishments encompass the successful staffing of positions for both the school district and the Columbus Museum, and we proudly support them in their annual department events.

Choose The Reserves Network, and experience the difference that our employee-centric approach and proven expertise can make in your workforce needs.

The Reserves Network makes a practice of giving back to the communities and industries it serves with numerous chamber of commerce memberships, visible presence in staffing industry professional organizations, and actively contributing to numerous charities and civic groups:

**Local**

- Columbus Chamber of Commerce
- Columbus Museum
- Fraternal Order of Police
- Georgia Manufacturing Alliance
- Harris County Chamber of Commerce
- Inspiritus
- WorkSource Georgia

**Nationwide:**

- American Cancer Society
- American Heart Association
- American Red Cross
- Children's Miracle Network
- Diabetes Walk
- Dress for Success
- Goodwill
- Harvest for Hunger
- Hospice
- Junior Achievement
- March of Dimes



- Muscular Dystrophy Association
- Project Wounded Warrior
- Public Broadcasting
- Race for the Cure
- St. Jude Children's Hospital
- Special Olympics
- Susan G. Komen Foundation
- Toys for Tots
- United Way
- Wounded Warriors Project

## Financial Stability



The Reserves Network  
22021 Brookpark Road  
Fairview Park, Ohio 44126  
Attention: Nicholas Stallard, Chief Growth Officer

Dear Nick,

Please let this letter serve as confirmation that The Reserves Network is considered to be a "Pass" rated credit in Good Standing with the Bank.

If you have any further questions, please reach out to me directly.

Regards,

A handwritten signature in blue ink, appearing to read 'Louis T. Gattozzi', with a large, sweeping flourish at the end.

**Louis T. Gattozzi**  
Assistant Vice President  
Corporate & Institutional Banking

**PNC Bank**  
1900 East Ninth Street (B7-YB13-34-3)  
Cleveland, OH 44114  
(p) [216.222.7146](tel:216.222.7146) (c) [716.353.0646](tel:716.353.0646) (f) [866-471-2081](tel:866-471-2081)  
[louis.t.gattozzi@pnc.com](mailto:louis.t.gattozzi@pnc.com)

**\* CONFIDENTIAL - AUDITED RESULTS\***  
**Not for Public Distribution and only to be used for**  
**Muscogee County School District RFP**

STATEMENT OF INCOME  
The Reserves Network, Inc.

	Year Ended December 31,			
	2022		2021	
	Amount	%	Amount	%
Net revenue from services	\$ 170,149,170	100.0	\$ 144,098,027	100.0
Cost of services	135,548,898	79.7	118,162,344	82.0
Gross Profit	34,600,272	20.3	25,935,683	18.0
Selling and administrative expenses	28,635,549	16.8	21,228,275	14.7
Income from Operations	5,964,723	3.5	4,707,408	3.3
Other Income (Expense):				
Interest income	57,877	-	32,732	-
Interest expense	(108,867)	(0.1)	(121,772)	(0.1)
Other income (expense)	293,725	0.2	10,140,500	7.0
Gain (loss) on sale of property	(40,225)	-	-	-
Total Other Income (Expense)	202,510	0.1	10,051,460	6.9
Income before Provision for Income Taxes	6,167,233	3.6	14,758,868	10.2
Provision for (Recovery of) Income Taxes				
- State and Municipal	5,480	-	128,146	0.1
Net Income	\$ 6,161,753	3.6	\$ 14,630,722	10.1

**\* CONFIDENTIAL - AUDITED RESULTS\***  
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**Muscogee County School District RFP**

## **Business Litigation**

None

## **Conflicts of Interest**

None

## **Exceptions to the RFP**

None

## Proposed Solution

The Reserves Network remains dedicated and renews its commitment to meeting and exceeding the needs of our Partner and Client, Muscogee County School District and their varying staffing needs. In the event that a problem escalates, we have designated a single, dedicated manager and MCSD team to contact for all information to pass through. Your exclusive team consists of dedicated professional recruiters with back-up from local, regional and corporate management and support departments. This dedicated MCSD team work closely together and are available 24/7 to quickly bring any issues to closure while providing rapid problem resolutions, improved communication, and minimal downtime. This custom team is responsible for evaluating your every situation, facilitating a rapid response, and acting as an advocate on your behalf. Each team member has individual contact information of appropriate MCSD Managers for expeditious and complete communications for issue resolution.

For new temporaries, MCSD has direct communications with their assigned recruiting team for assignments or re-fill orders. All incoming request for temporaries are distributed internally to the designated recruiter(s). The appointed recruiter(s) and Branch Manager will manage and facilitate their designated client's account, ensuring that the client's staffing needs are met 100%, and that they are provided with the most qualified temporary employees.

Candidates are selected from our pool of readily available individuals who meet all job requirements. If the number of candidates available is insufficient for a given assignment's timeframe, we proactively seek out qualified individuals, focusing primarily on an internet-based approach. This type of approach has proven to be the most expedient method. With our extensive local contacts, growing social media presence, and the ability to push job listings to popular national job boards such as Indeed.com, the right applicants quickly learn about the opportunity and are funneled to our website, where they apply using our applicant tracking system.

Candidates can complete our application and upload their resume online or in our office or through the use of our company app, ReserveAJob. New submissions are stored in our database of candidates, and assigned recruiters receive submission alerts, allowing for the review and vetting process to proceed without delay.

After our recruiters have compiled the information of candidates that meet all position requirements, the assigned Reserves Network recruiter narrows the pool of applicants down, based on a review of their resumes. The hiring process continues as selected candidates are contacted and scheduled for interviews accordingly. After the candidate passes the interview process, they will undergo a series of mandatory assessments, based on the client's specifications. Candidates that have met the position requirements, interview process and mandatory assessments will be scheduled for temporary employee processing and group orientation (in accordance with client's request of what is to be included in the orientation process), prior to the start dates of assignment. When the temporary employee(s) have completed the orientation process, the client is notified in accordance with the preferred method of communication. With MCSD, we typically have contact information to work closely with the hiring manager for this purpose. Details relative to start-date and times of scheduled work is communicated to employee who is sent to report to the appropriate reporting manager.

Our employees are provided with a time portal for tracking their hours worked throughout the week. At the end of their work week, a MCSD supervisor will sign off on the hours worked through the time portal by Monday at 5:00 PM. The Reserves Network's payroll administrator will import the time portal by Tuesday at noon following the work week. This will be posted to our payroll which releases funds to the employee, but also creates a weekly invoice which is forwarded, by whatever means MCSD requests, to MCSD for 30-day term payment.

Performance metrics are an important cornerstone of our organization. We strive to construct our performance metrics such that they encourage performance improvement, effectiveness, efficiency, and appropriate levels of internal controls. We work to incorporate streamlined business solutions related to the performance being measured, and cost/risk/benefit analysis, where appropriate. The four key elements of our performance metrics address cost reduction, customer satisfaction, meeting commitments and the quality of our services.

The Reserves Network encourages and appreciates all feedback from clients regarding their staffing needs. We hold Quarterly Business Reviews with each client, this assists us in our continuous efforts in meeting and exceeding all of our client's staffing needs.

## **Appendix A – Proposal Certification**

**PROPOSAL CERTIFICATION**

We propose to furnish and deliver any and all of the goods and/or services named in our proposal at the prices stated. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. Any exceptions are noted in writing and included with this proposal. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety days from the proposal opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION (Bidder to sign and return with the proposal)**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature *Amanda J. Lowe* Date 9/5/2023

Print/Type Name Amanda J. Lowe

Company Name The Reserves Network, Inc.

Address: 22021 Brookpark Rd., Fairview Park, OH 44126

Phone Number: 440-779-6509

Email Address: alowe@trnstaffing.com

Fax Number: 216-779-0105

Do you accept purchasing cards as a method of payment? \_\_\_\_\_

Do you accept electronic fund transfers as a method of payment? yes

Dun and Bradstreet (D & B) number 160352076



## **Appendix B – Proposal Documents**

Muscogee County School District  
FEDERAL WORK AUTHORIZATION CONTRACTOR AFFIDAVIT  
Under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of MUSCOGEE COUNTY SCHOOL DISTRICT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1480606

**Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)**

9/10/2021

**Date of Authorization**

The Reserves Network, Inc.

**Name of Contractor**

Temporary Staff Services

**Name of Project**

Type text here

MUSCOGEE COUNTY SCHOOL DISTRICT

**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept. 7, 2023 in Fairview (city), Ohio (state).

[Signature]  
**Signature of Authorized Officer or Agent**

Chris Sabo (FO)  
**Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 7 DAY OF September, 2023.

[Signature]  
**NOTARY PUBLIC SIGNATURE**

My Commission Expires: June 22 2025



**DEBARRED, SUSPENDED, AND INELIGIBLE STATUS**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

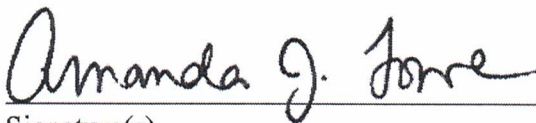
By signing this agreement, the Contractor is testifying that they are not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

The Reserves Network, Inc.

Organization Name

Amanda J. Lowe, VP and Corporate Counsel

Names(s) and Title(s) of Authorized Representative(s)



9/5/2023

Signature(s)

Date

**EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS**

**Note: Vendor must sign the appropriate statement below as applicable.**

Vendor understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: The Reserves Network

Signature/Date: Peggy VanHouten 9-5-23

-OR-

Vendor takes exceptions to terms, conditions, requirements, and specifications stated herein. (Vendor must itemize each exception below and return with the Proposal Documents.)

Firm: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

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Vendor should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are \_\_\_\_\_ additional pages.

**DISCLOSURE OF SUBCONTRACTORS AND SUBCONSULTANTS**

**Note: Vendor must sign the appropriate statement below as applicable.**

- No Subcontractors or Subconsultants will be used in connection with the performance of this contract.

Firm: The Reserves Network

Signature: *Peggy VanHouten*

-OR-

- All Subcontractors or Subconsultants to be used in connection with the performance of this contract are listed below. (Attach additional sheets as necessary.)

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

**SUBCONTRACTORS AND SUBCONSULTANTS**

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**REFERENCE & SIMILAR PROJECTS FORM**

Owner / Business Name: Bio Touch		
Service Location / Address: 5700 Old Brim Road		
City: Midland	State: GA	Zip Code: 31820
Point of Contact: Chris Leath		Dates of Work: 2016-2023
Phone Number: 706-566-3052		Fax Number:
E-mail Address: cleath@biotouchglobal.com		
Project Name: Temporary Employment Services		Contract Amount: \$4.2M
<b>Brief Description of Service:</b> Over the past eight years, our company has maintained an extensive and fruitful relationship with our esteemed client, Bio Touch. In 2022, we achieved the distinction of becoming the exclusive provider of Bio Touch, a significant accomplishment stemming from our superior performance that surpassed the offering of four other staffing agencies. Bio Touch is our largest client with sales in excess of \$4.2 million. During peak operational periods, our commitment shines as we efficiently manage and deploy up to 350 contract employees across three shifts.		

Owner / Business Name: Enrichment Services Program		
Service Location / Address: 2601 Cross Country Drive Bldg C		
City: Columbus	State: GA	Zip Code: 31906
Point of Contact: Pamela Miller		Dates of Work: 2015-2023
Phone Number: 706-649-1609		Fax Number:
E-mail Address: pmiller@espcaa.org		
Project Name: Temporary Employment Services		Contract Amount: \$250,000
<b>Brief Description of Service:</b> With a robust track record spanning nine years, we have diligently served our valued client, offering an extensive range of professional staffing solutions. Our expertise encompasses a diverse array of roles, including but not limited to Accounting, Clerical, Administrative, Culinary, Custodian, Data Entry and many other level of positions. Throughout our longstanding partnership, our dedications and consistent performance and dedication to delivering high-quality staffing solutions tailored to our client's evolving requirements.		

Owner / Business Name: Panasonic Energy Group-America		
Service Location / Address: 1 Panasonic Drive		
City: Columbus	State: GA	Zip Code: 31907
Point of Contact: Bill Weeks		Dates of Work: 2008-2023
Phone Number: 706-563-0984		Fax Number:
E-mail Address: bill.weeks@us.panasonic.com		
Project Name: Temporary Employment Services		Contract Amount: \$3.5M
<b>Brief Description of Service:</b> One of our largest clients with sales in excess of \$3.5 million and includes the following positions: light industrial, inventory, productions and distribution for three of their plants in the area. This accounts requires on on-site, two group leaders and time and attendadance system at all locations. We have had up to 175 temporaries on-site at any given time.		



GEORGIA  
CORPORATIONS  
DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD**  
**RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **THE RESERVES NETWORK, INC.** Control Number: **08052536**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **22021 BROOKPARK ROAD, Fairview Park, OH, 44126, USA** Date of Formation / Registration Date: **6/17/2008**

Jurisdiction: **Ohio** Last Annual Registration Year: **2023**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Corporation Service Company**

Physical Address: **2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA**

County: **Gwinnett**

### OFFICER INFORMATION

Name	Title	Business Address
Brian Seiberling	CFO	22021 Brookpark Road, Fairview Park, OH, 44126, USA
Neil B. Stallard	CEO	22021 BROOKPARK ROAD, Fairview Park, OH, 44126, USA
Nicholas J. Stallard	Secretary	22021 BROOKPARK ROAD, Fairview Park, OH, 44126, USA

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UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show THE RESERVES NETWORK, INC., an Ohio corporation, Charter No. 821435, having its principal location in Fairview Park, County of Cuyahoga, was incorporated on June 15, 1992 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th day of September, A.D. 2023.*

*Frank LaRose*

Ohio Secretary of State

Validation Number: 202325600974



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**The Reserves Network, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**22021 Brookpark Road**

6 City, state, and ZIP code

**Fairview Park, OH 44126**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
3	4		-	1	7	1	1	0	1	2

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

*1/3/2023*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **Appendix C – Sample Contract**



## THE RESERVES NETWORK, INC. STAFFING SERVICES AGREEMENT

This **STAFFING SERVICES AGREEMENT** ("Agreement") is entered into by and between **THE RESERVES NETWORK, INC. (TRN)**, an Ohio corporation with its principal place of business at 22021 Brookpark Rd., Fairview Park, OH 44126, and [Customer] with its principal place of business at [Customer's address]. This Agreement is effective as of \_\_\_\_\_. ("Effective Date").

WHEREAS TRN is engaged in the business of providing workers to perform supplemental staffing services on a temporary, temp-to-perm, and direct hire basis; and WHEREAS, Customer desires to engage TRN to provide such supplemental staffing services; NOW, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

1. **TRN DUTIES AND RESPONSIBILITIES.** TRN shall:
  - a. Recruit, screen, interview and assign its employees ("Assigned Employees") to perform work for Customer in the positions described, and at the times and location specified, in the attached and incorporated Addendum;
  - b. Timely and accurately pay Assigned Employees' wages;
  - c. Timely and accurately pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation coverage on terms and in an amount no less than required by law, and handle workers' compensation and unemployment claims involving Assigned Employees;
  - d. Offer Assigned Employees TRN benefits when eligible per TRN policy and applicable law;
  - e. Verify the authorization of each Assigned Employee to work in the United States and comply with E-Verify;
  - f. Maintain all TRN business licenses and authorizations required under applicable laws as may be required to provide the services to Customer under this Agreement and timely file all reports required under such laws;
  - g. Maintain the right to control its Assigned Employees, including hiring, managing, disciplining, and terminating.
2. **CUSTOMER DUTIES AND RESPONSIBILITIES.** Customer shall:
  - a. Properly supervise Assigned Employees performing its work;
  - b. Not change an Assigned Employee's job duties or location without TRN's written approval;
  - c. Not permit Assigned Employees to operate Customer's vehicles or mobile equipment or entrust Assigned Employees with unattended premises, supervisory responsibilities, property, or other valuables without TRN'S prior written approval;
  - d. Be responsible for Customer's business operations, products, services, and intellectual property;
  - e. Properly safeguard and control its premises, processes, and systems;
  - f. Provide Assigned Employees with a safe worksite and appropriate information, safety training and equipment for any hazardous substances or conditions to which they may be exposed at the worksite, including but not limited to Emergency Evacuation, Lockout/Tagout, Bloodborne Pathogens, Powered Industrial Trucks, Machine Operations, Hazard Communication, etc.; and
  - g. Maintain appropriate insurance coverage for Customer's business and industry.
3. **PAY RATE AND MARK-UP RATE.** The bill rates are set forth in the attached Addenda and/or Statement of Work (SOW). TRN shall not increase bill rates without the prior written agreement of Customer, except in the event of legally mandated increases in federal, state, or local required insurances or benefits, in which case Customer agrees bill rates may be adjusted with ten (10) days prior written notice by TRN.
4. **BILLING AND PAYMENT.** TRN shall invoice Customer weekly for services provided. Customer shall approve hours reflected on timecards and such approval shall confirm that the hours worked are true and accurate. Customer agrees to pay invoices net forty-five (45) days from the invoice date, and to pay late charges on any unpaid and undisputed balances after thirty (30) days from the date of invoice at the rate of 1.5 % per month. In the event of nonpayment, Customer agrees to pay all collection and/or litigation costs, including reasonable attorney's fees and expenses and those of third parties necessary to collect amount due.

In the event of an invoice dispute, Customer agrees to contact TRN within fifteen (15) days of the invoice date with details of the dispute. TRN and Customer agree to work together to resolve the dispute in a timely manner. Customer acknowledges and agrees that in the event a nonexempt Assigned Employee works more than forty (40) hours in any workweek for Customer, that Assigned Employee is entitled to premium payment for overtime or other premium compensation as required by applicable law. TRN agrees that any Assigned Employee may be hired without cost by Customer at their sole discretion at any time after the TRN Assigned Employee has performed services at Customer for a pre-determined number of hours as set forth in the Addendum.

5. **FEES.** TRN agrees that any Assigned Employee may be hired without cost by Customer at their sole discretion at any time after the TRN Assigned Employee has performed services at Customer for a pre-determined number of conversion hours as set forth in the Addendum and/or SOW. The fee for any TRN service is earned in the event Customer hires or otherwise enters into a service relationship, by any means, including a third party, with a candidate referred by TRN within one (1) year after TRN's last communication with Customer relating to that candidate or employee. Fee will be due to TRN for any candidate submitted under any of our services unless Customer or a competing search firm produces reliable evidence within 24 hours of TRN's submittal that the candidate submitted their resume directly to Customer or competing search firm within the six (6) months prior to TRN's submittal. For any claims of alternate candidate ownership not verified to TRN within two (2) business days of TRN's submission, or any claims of prior candidate ownership that pre-date TRN's submission by more than six (6) months, Customer shall owe TRN the fee.

6. **INDEMNIFICATION.** Each Party shall defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, successors and permitted assigns, from and against all claims, losses and liabilities, including reasonable attorneys' fees, to the extent caused by the opposite Party's violation of law; breach of this Agreement; failure to discharge its duties and responsibilities set forth in this Agreement; or the fault, negligence, or willful misconduct of the other Party or its officers, employees, or agents in the discharge of those duties and responsibilities. Customer agrees to indemnify and hold harmless TRN for any payments, including amounts due to Assigned Employees under the Worker's Compensation Act, for injuries resulting from OSHA violations that Customer created or allowed to exist within its working environment. Customer bears all responsibility, financial or otherwise, for any equipment it provides to Assigned Employees unless specified otherwise by Parties in writing.

A party seeking indemnification shall promptly notify the other in writing of any claim and cooperate with the other in reaching resolution. If the indemnified party elects to have the indemnifying party defend a claim, the indemnifying party may control the defense of the claim. The indemnified party may elect to have independent legal counsel involved at its own expense. In no event shall either party be liable to the other for any damages claimed in excess of the amounts paid by Customer to TRN in the preceding twelve (12) months under this Agreement. Parties expressly waive claims for special, indirect, incidental, consequential, exemplary, punitive, or lost profit damages that arise in connection with this Agreement. Parties shall assist and cooperate with each other in the prompt investigation and resolution of any charge, complaint, or suit.

7. **CONFIDENTIAL INFORMATION.** A party may acquire information from the other which is proprietary or confidential to the other and its affiliated companies, clients, and customers. Each party respectively agrees to hold such information in strict confidence and not disclose such information to third parties or use such information for any purpose other than providing services under this Agreement. No knowledge, possession, access to or use of Customer's confidential information will be imputed to TRN as a result of an Assigned Employee's knowledge, possession, access or use of or to such information.

8. **COMPLIANCE WITH LAW.**

- a. Parties agree to comply with all applicable laws and cooperate fully and assist one another in the investigation and resolution of any complaints, claims, actions, or proceedings brought by or involving any Assigned Employees.
- b. EEO: Parties agree they are each respectively equal employment opportunity employers and comply with all applicable anti-discrimination laws and regulations. Parties agree not to harass, discriminate against, or retaliate against any employee of the other because of their race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either Party cause or request the other Party to engage in such discrimination, harassment, or retaliation.
- c. Both Parties agree to cooperate and comply with all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local laws. TRN shall have primary responsibility for providing all necessary notices, forms, and other documentation under the FMLA and any other applicable federal, state, and local laws regarding employee leave.
- d. As Customer controls the facilities in which Assigned Employees work, Customer agrees it is responsible for providing and maintaining a safe worksite in compliance with all OSHA and comparable state regulations as applicable to Customer's business facilities and operations.

9. **SAFETY PARTNERSHIP.** Assigned Employees will only perform jobs for which they have been assigned and trained. If Assigned Employees are required to wear Personal Protective Equipment (PPE), Customer shall train Assigned Employees on and document the following: when PPE is needed; what PPE is necessary; how to properly put on, take off, adjust, and wear PPE; limitations of the PPE; proper care, maintenance, useful life, and disposal of PPE. Customer will be responsible for providing (with the exception of steel-toed boots/shoes) and enforcing the use of PPE. Customer will notify TRN immediately regarding an OSHA request for information, notice of inspection, or in the event of an accident, injury or near-miss incident involving Assigned Employees.

**10. TEMPORARY AND TEMP-TO-HIRE STAFFING SERVICES AND FEES.**

a. Customer will pay TRN the hourly Assigned Employee pay rate for each Assigned Employee plus the following Mark-Up:

Position	Mark-Up (%)	PAY RATE THRESHOLD
Light Industrial / Skilled Trades	50%	\$25.00/hour
Office/Professional	50%	\$25.00/hour
Payroll Servicing	50%	
Overtime (OT)	Position Mark-Up x Position OT Pay Rate	

Position OT pay rate is the regular pay rate multiplied by 1.50.

- b. **PAY RATE THRESHOLDS:** For pay rates above the thresholds listed in 10(a) above, Parties will execute an applicable SOW.
- c. **CONVERSION FEES:** Customer may directly hire or employ any Assigned Employee and agrees to pay the conversion fees specified below. If Customer directly hires or indirectly hires through any third party an Assigned Employee prior to completion of the conversion periods set forth below, Customer agrees to pay TRN the corresponding conversion fee, reflected as a percentage of the Assigned Employee’s first year salary (or equivalent) as set forth in the schedule below. Conversion fees are non-refundable and payable net ten (10) days. Conversion fees apply to any TRN employee who has been assigned to Customer within one year of the desired conversion date. Conversion fees as amended on any subsequent addenda or SOW shall be controlled therein.

**Light Industrial Conversion fee**

Hours Worked	Fee
1-200	25.0%
201-400	20.0%
401-600	15.0%
Greater than 600	None

**Office Conversion fee**

Hours Worked	Fee
1-240	25.0%
241-480	20.0%
481-720	15.0%
Greater than 720	None

- d. **ASSIGNMENTS:** For each position, Customer shall provide TRN with location, working hours, and a detailed job description.
- e. **CUSTOMER SCREENING REQUIREMENTS:** Customer agrees that Customer’s criminal conviction disqualifications, if any, will be position-based and narrowly tailored to its legitimate business needs. Customer will conduct background checks, drug screening, job-related medical screening, and any other employment screening in accordance with applicable federal, state, and local laws. It is Customer’s responsibility to use lawful disqualifying criteria, job-related and consistent with business necessity, when determining worker eligibility. Customer agrees to defend, indemnify, and hold TRN and its respective affiliates, officers, directors, agents, and its successors and assigns harmless against any claims arising from a violation of this provision or for carrying out screening in violation of federal, state, or local applicable laws.

**Pre-Employment Drug Test:** 10 panel \$ 0  
*Type of Test* *Cost Billed to Customer*

**Post-Offer Criminal Background Check:** 7-year National Criminal Background + Sexual Offender Check \$ 0  
*Type of Check* *Cost Billed to Customer*

- f. **STATEMENT OF WORK:** Rates, fees and conversion terms for positions surpassing thresholds listed above or positions in TRN Specialties shall be determined by a mutually agreed upon Statement of Work (SOW) at the time of the request. Such SOWS shall supplement and supplant this Agreement and if any terms conflict, the SOW shall control.

TRN Specialties include but are not limited to the following:

- |                                   |                    |                       |
|-----------------------------------|--------------------|-----------------------|
| <b>Accounting &amp; Finance</b>   | <b>Engineering</b> | <b>Skilled Trades</b> |
| <b>Executive &amp; Management</b> | <b>Healthcare</b>  | <b>Professional</b>   |
| <b>Technology</b>                 | <b>Real Estate</b> |                       |

## 11. DIRECT HIRE STAFFING SERVICES AND FEES.

- a. **AGREEMENT:** The Reserves Network, Inc. (TRN) shall provide recruitment services at Customer's request. TRN may refer candidates for hire to Customer by providing resumes or candidate profiles, which will include candidates' years of experience, specific industry experience, and technological skills. While TRN performs reference checks, our reference checks only provide answers to specific questions asked. They are not an exhaustive check of employment, education, or other background information.

Once a candidate has started employment with Customer, TRN will have no further responsibility to Customer with respect to such candidate and will not participate in any negotiations or discussion with respect to the hiring, promoting, disciplining, firing, or relocating of such candidate. Under the terms of Direct Hire staffing, the candidate is directly hired by the Customer and put directly onto Customer's payroll, thus TRN-offered benefits and responsibilities cease for that employee. TRN and Customer agree the exchange of information regarding referred candidates will not violate any requirements of the EEOC or ADA. Both parties acknowledge they make all decisions without regard to race, color, religion, sex, age, national origin, ancestry, citizenship, marital status, disability, or other protected status.

- b. **NON-SOLICITATION:** During the term of this Addendum, TRN agrees that it will not actively solicit any full-time employee of Customer regarding outside employment opportunities, unless specifically directed or requested by an HR Professional of Customer. This does not apply to general advertisements and solicitations. Customer agrees that it will not directly or indirectly contact any employee of TRN regarding employment opportunities unless that employee's resume has specifically been provided to Customer under the terms of this Agreement.
- c. **LIMITATION OF LIABILITY:** TRN and Customer agree neither shall be entitled to recover from the other for any incidental, indirect, special, or consequential damages sustained resulting from the action or inaction of the other under this Addendum, regardless of the cause of action, including but not limited to lost profits, lost opportunities and/or delay damages.
- d. **FEES:** Direct Hire fees are payable to TRN on a contingency basis if Customer hires or otherwise enters into a service relationship, by any means, including a third party, with a candidate referred by TRN within one (1) year after TRN's last communication with Customer relating to that candidate. This provision specifically survives termination or expiration of any other term of this Addendum or the Agreement or the entirety of either.

The fee payable is equal to **twenty five percent (25%)** of the candidate's first year base salary including all applicable sales tax. No other earnings are included. The employee will start on Customer's payroll immediately and becomes Customer's employee. Fees are to be paid within fifteen (15) calendar days from the starting date of the candidate's employment with Customer. Customer is not liable for multiple search firm fees for the same candidate. If duplicate resumes are received from competing search firms for the same candidate, the firm that has presented the candidate to Customer first will be entitled to the fee.

- e. **SALARY THRESHOLDS:** For salaries above \$40,000/year, Parties will execute an applicable SOW.
- f. **GUARANTEE:** For all fees paid within fifteen (15) calendar days, TRN will provide a ninety (90) day replacement guarantee, beginning on the employment start date, for any candidate that terminates or is terminated from their position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position, or insufficient work for the candidate. Customer must notify TRN within five (5) business days after such termination for the guarantee to be valid. If payment is not received within fifteen (15) days, Customer shall receive a thirty (30) day guarantee. For fees received after thirty (30) days, no guarantee shall be offered.
12. **TERM AND TERMINATION.** This Agreement begins on the Effective Date and automatically renews yearly unless terminated pursuant to the terms and conditions described in this section. This Agreement may be terminated by either party at any time for any reason upon thirty (30) days prior written notice to the other party. Either Party may terminate this Agreement immediately upon written notice if the other Party (i) becomes insolvent or unable to pay its debts as they become due; (ii) becomes subject to any bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court to take charge of or sell any material portion of its property or business. Terms of this Agreement which by their nature survive termination, and specifically any payments due and indemnification obligations, will survive and remain fully enforceable after termination.
13. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of Ohio. Any action or proceeding by either Party to enforce this Agreement shall be brought in state or federal court located in the State of Ohio, County of Cuyahoga. The Parties hereby submit exclusively to the jurisdiction of such courts and waive the defense of inconvenient forum.
14. **FORCE MAJEURE.** No Party shall be liable to the other for any failure or delay in performing any term of this Agreement when

such failure or delay results from acts beyond the affected Party's reasonable control, including: acts of God; flood, fire, explosion; war, invasion, riot, other civil unrest; actions, embargoes, blockades; national or regional emergency; strikes, labor stoppages, slowdowns, other industrial disturbances; compliance with a governmental order; work shutdowns due to a pandemic; shortage of adequate power, telecommunications, transportation facilities; or any event beyond Party's reasonable control. Any payments owing for performance up to the Force Majeure event remain due per the terms of this Agreement.

15. **MISCELLANEOUS.**

- a. This Agreement is for the sole benefit of and is binding upon the Parties and their successors and assigns.
- b. Both Parties may assign their rights and obligations under this Agreement only with the prior written consent of the other Party. Such consent shall not be unreasonable withheld. No assignment shall relieve either Party of its obligations hereunder.
- c. This Agreement may only be modified in writing and signed by both parties. The waiver of any provisions must be signed by waiving party.
- d. This Agreement, Addendum, and any other documents incorporated herein constitute the sole and entire agreement of the Parties, and supersedes all prior agreements between the parties, if any, including any prior written or verbal agreements, proposals, or understandings.
- e. Copies of this signed Agreement, even if delivered by electronic means, may be treated as originals.

CUSTOMER:

THE RESERVES NETWORK, INC:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STATEMENT OF WORK**

This Statement of Work ("SOW") is subject to the terms and conditions of the Staffing Services Agreement (the "Agreement") entered into as of \_\_\_\_\_ (the "Effective Date") between The Reserves Network, Inc., an Ohio Corporation ("TRN"), and \_\_\_\_\_ ("Customer"). To the extent any provision contained in the SOW conflicts or is inconsistent with a provision of the Agreement, the SOW shall have priority and govern. Unless otherwise specified herein, the Agreement terms have the same meaning when used in this SOW. In all other respects, the Agreement remains in full force and applies.

TRN shall provide the following Assigned Employee to Customer to provide the Services set forth in the SOW.

Assigned Employee Name: \_\_\_\_\_

**CUSTOMER CONTACT INFORMATION:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**DURATION OF STATEMENT OF WORK:**

Start date: \_\_\_\_\_ Estimated End Date: \_\_\_\_\_ Client has option to extend.

**FEES AND TERMS:**

Hourly Bill Rate: \$ \_\_\_\_\_

Option to Hire: Customer may hire (as its direct employee only) after TRN's assigned employee has completed 1040 hours worked through TRN with no additional fees. If Customer wishes to hire prior to the completion of the minimum hours worked, the following declining fee schedule will apply based on TRN's assigned employee's first year total compensation with Customer:

0-2 months (1-348 hours)	25% fee
2-3 months (349-521 hours)	20% fee
3-4 months (522-694 hours)	15% fee
4-5 months (695-867 hours)	10% fee
5-6 months (868-1040 hours)	5% fee
6+ months (1040+ hours)	No fee

If Customer uses the services of TRN's assigned employee as its direct employee, as an independent contractor, or through any person or firm other than TRN within one year after any assignment of the TRN's assigned employee has ended, Customer must notify TRN immediately and will be invoiced a transfer fee for such personnel in the amount of **25%** of such assigned personnel's first year total compensation.

**JOB DESCRIPTION:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CUSTOMER UNDERSTANDINGS AND OBLIGATIONS:**

- Customer agrees and understands that; (a) TRN is only providing Assigned Employee to perform the Services at the direction of, and under the control of Customer, and does not guarantee that the Services will be error free, or that any deficiencies, errors, defects or nonconformities will be corrected by the Services provided by the Assigned Employee; (b) certain type of Services may cause equipment, software, or communications failures or otherwise interrupt or disrupt network services; (c) Customer is responsible for performing adequate backups and disaster preparedness prior and subsequent to the performance of any services; and (d) TRN exercises no control over and accepts no responsibility for, the content of the information passing through Customer's computers, network hubs and point of presence, or the internet.
- The Assigned Employee will require directions, guidelines, or information from Customer in order to perform the Services. In addition, TRN may be required to provide information to Customer. Customer will provide Assigned Employee with a contact list identifying Customer personnel with whom such communications should be conducted. This list shall be kept up to date by Customer.



Access. Customer shall provide the Assigned Employee with access to the necessary premises, information, networks and/or firewalls for the Contract Worker to perform the Services set forth in the SOW.

Termination Rights. Customer may, for its sole convenience, terminate this SOW upon thirty (30) days written notice to TRN. Customer agrees to pay all outstanding invoices and for all work in progress for any Services or Deliverables not yet been delivered or invoiced.

CUSTOMER:

THE RESERVES NETWORK, INC:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE