

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 6

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR TEMPORARY PERSONNEL SERVICES

Attached are pages 7 and 61 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to notify of addition of OAKS Item ID Number 24339, for Bonding Fee.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Tim Riley, CPPB  
tim.riley@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

200564  
Aryes Staffing  
411 East Town Street  
Columbus, OH 43215

201536  
Broad Crossing, Inc.  
8515 Frost Way, suite 100  
Annandale, VA 22003

168990  
Diversity Search Group, LLC  
4449 Easton Way, 2nd Floor  
Columbus, OH 43219

201098  
Resource Employment Solutions  
3600 Fisher Road  
Columbus, OH 43228

201476  
VSS, LLC.  
5083 Market Street  
Youngstown, OH 44512

96281  
Preferred Staffing of Ohio, LLC  
172 East Main Street  
Chillicothe, OH 45601

SPECIFICATION (Cont'd.)

3. The using agency is required, when overtime (pre-approved) is to be paid, to attach to each temporary service employee's time sheet a copy of the pre-approval signed by an authorized representative of the Office of Procurement Services. Any requests for overtime pay not accompanied by a copy of the pre-approval will not be honored by the State.

- M. The Contractor will pay the temporary personnel within five (5) working days after submitting a signed time sheet to the Contractor. Note payment is required to be made within 5 days of the timesheet(s) being submitted. If the contractor requires that the timesheet(s) are submitted on a weekly basis, then payment is required within 5 days of the weekly submission. Furthermore, if the contractor requires that the timesheet(s) are submitted bi-weekly basis (every two weeks) then payment is required within 5 days of the bi-weekly submission (every two weeks).
- N. The Contractor(s) will be responsible for the temporary personnel's federal and state payroll requirements up to, but not limited to, payroll taxes, payroll reports and Workers' Compensation.
- O. The Contractor(s) will not charge the state of Ohio placement fees if a temporary employee is selected for a full time position with the state of Ohio through the state's selection process.
- \*P. The temporary service Contractor will bond employees as directed by the using agency. The fee for this service will be borne by the using agency. (use OAKS Item ID Number 24339 for Bonding Fee.)
- Q. Due to the proprietary nature of proof of efficiency testing materials, the Contractor will make available to the state, during a Contractor site visit, copies of the tests used to determine the efficiency of those temporary service personnel the Contractor will furnish to the using agencies for the positions contained herein. The state representatives will not remove or copy any of the presented data.
- R. Subcontracting: Only the Contractor will perform the work, and the Contractor will not enter into subcontracts for the work without written approval from the Office of Procurement Services. If subcontracting is permitted, all subcontracts will be at the sole expense of the Contractor. If the State authorizes the use of subcontractors, that fact will be noted in the contract. The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors' for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the work in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted. If the Contractor uses any subcontractors', each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this contract by reference. The agreement must also pass through to the subcontractor all provisions of this contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Should the Contractor fail to pass through any provisions of this contract to one of its subcontractors' and the failure damages the State in any way, the Contractor will indemnify the State for the damage.
- S. Contractors may not share commonly held temporary personnel resource pools. Not adhering to this specification may result in immediate disqualification of the bid submittal or cancellation of any subsequent contract to said bidder.
- T. There may be instances in which the temporary personnel will be required to work in close proximity to inmates or patients. The Contractor must be able to furnish temporary personnel to all types of state agencies, such as correctional facilities, hospitals, etc.

IV. TEMPORARY PERSONNEL

These duties are illustrative only. Staff may perform some or all of these duties or other job-related duties as assigned.

- A. A description of each position can be found by clicking this link: [OPEN POSITION DESCRIPTIONS](#)  
These descriptions are for reference purposes only and the actual duties may vary.
- B. Any questions regarding these positions should be directed to the Office of Procurement Services.

\* Indicates the addition of an OAKS Item ID Number

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
6	02/07/13	Amendment is issued to notify of the addition of the OAKS Item ID Number, for Bonding Fee.
5	01/24/13	Amendment is issued to notify of correction to OAKS Item ID Number for the position of "Laborer" page 43 and clarification of amendment #4 in notification of price increase effective 01/17/13 page 50.
4	01/17/13	Amendment is issued to notify of award of eBid ITB No. RS00903004 (Preferred Staffing of Ohio, LLC and Aryes Staffing), to notify of a price increase for all Diversity Search Group, LLC awarded items as a result in contractor SUTA pricing and to notify of corrections to three OAKS item ID numbers. Contract pages 11 to 61 renumbered to correct pagination.
3	9/25/12	Amendment is issued to notify of corrections to Minimum Hourly Wage Paid to Temp Employee pay rates in District 6 for positions of Cook 2, Correctional Food Service Coordinator, Correctional Food Service Manager 1, Custodial Worker, Food Service Coordinator 1, Food Service Worker, Groundskeeper 1, Laborer, Maintenance Repair Worker 1 and Truck Driver (Heavy, Light and Medium) as listed in ITB RS902212. Contract pages 34 to 50 renumbered to correct pagination.
2	06/28/12	Amendment issued to notify of a clarification in specification page 7, a correction in contractor's Bid/Contract Number and fax numbers.
1	06/28/12	Amendment issued to add Ashland County to the list of counties for District 3, and to add MBE-usage footnotes.