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

REQUIREMENTS CONTRACT: TEMPORARY PERSONNEL SERVICES FOR THE HOME ENERGY ASSISTANCE PROGRAM (HEAP)

CONTRACT No.: OT901110 EFFECTIVE DATES: 07/01/09 to 06/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901110 that opened on 06/05/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Department of Development, Home Energy Assistance Program, 77 South High Street, Columbus, OH 43215-6130, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Gayle Blankenship, CPPB
gayle.blankenship@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: _____
Hugh Quill, Director Date

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OAKS ID# 0000168990
Diversity Search Group
285 Timber Ridge Drive
Pickerington, OH 43147
Teresa Sherald
Telephone: (614) 352-2988
E-mail address: tasherald@diversitysearchgroup.com

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date/time, Bidders may visit the Office of Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the Bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

For specific submission requirements, Bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the Bid response and those other submissions that should be submitted with the Bid response, but which do not become mandatory until requested during the Bid evaluation period.

REFERENCES TO ALTERNATE TERMS: Any reference, which may appear on any price list or literature, to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, will not be part of any contract with the successful Bidder(s) and will be disregarded by the state of Ohio.

LOCATION VISIT: The Office of Procurement Services reserves the right to visit the facility(s) to become familiar with how the Contractors meet the requirements of this Bid. Office of Procurement Services further reserves the right to make unannounced facility visits during normal working hours.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Bidder.

CONTRACT RENEWAL: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the State will: multiply the Estimated Annual Hours of each temporary service position by its Cost per Hour Charged to the State for each year and then add these totals together to arrive at the total used to determine the lowest Bid.

FIXED-PRICE WITH HEALTH CARE ADJUSTMENTS: In the event the Federal government passes a Mandatory Health Care Package during the term of this contract, the Contractor(s) may submit a request to Office of Procurement Services for the exact increase percentage quoted/mandated in the Federal Health Care Package for all awarded personnel services of that particular Contractor. No price adjustment will be permitted prior to the effective date of the Mandatory Health Care Package.

FIXED-PRICE WITH WAGE ADJUSTMENTS: No price adjustment will be granted during the first six (6) months duration of the contract. Thereafter, should changes be approved to the Federal Workers’ Compensation, and/or Unemployment Insurance rates, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty (30) calendar day’s notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request. If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

USAGE REPORTS: Every six (6) months the Contractor must submit a report on disk in .xls, .txt or .pdf format indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, Ohio 43228-1395, Attn: Gayle Blankenship.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship.

E.D.G.E Certification: The Office of Procurement Services has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp to verify E.D.G.E. Certification status of the Contractor.

RENEWAL DOCUMENTS: Upon each extension of this Contract agreed to by the State and the Contractor, the following documents must be submitted prior to the effective renewal date.

A. Current Insurance Accord Certificate with all mandatory clauses as described in the Standard Terms and Conditions of this Bid.

B. Current Workers' Compensation Certificate

C. Current signed DMA Form (Declaration of Materials Assistance)

D. Invoices of prior twelve months, including at minimum, name and location of agency, date of service, positions held, cost per hour, and total invoice amount.

   Signed letter of agreement to extension of term stated at the same Terms and Conditions at the time of renewal. This letter shall also include any updates to the Contractor's contact information.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The state of Ohio desires to enter into a Contract for the purpose of providing temporary employees to the Ohio Department of Development, Home Energy Assistance Program (DODHEAP) through a qualified Temporary Employment Agency. The purpose of these specifications is to obtain the services of a Temporary Employment Agency capable of supplying qualified temporary personnel as specified herein to DODHEAP.

II. DEFINITION

A. "QUALIFIED TEMPORARY PERSONNEL" will mean those individuals employed by the Contractor who meet the minimum specifications as indicated herein.

B. "USING AGENCY" will mean the Department of Development, Home Energy Assistance Program (DODHEAP).

C. "PROOF OF EFFICIENCY" will mean the results of those tests that provide a measure of ability for individual job duties as specified herein.

III. GENERAL REQUIREMENTS

A. Upon notification from DODHEAP, the Contractor will provide requested temporary personnel within twenty-four (24) hours. DODHEAP will identify to the Contractor the person(s) who are authorized to request temporary personnel. A telephone call or email from an authorized representative will constitute a request for service. A list of authorized representatives shall be provided by DODHEAP to the awarded Contractor.

B. The using agency reserves the right to interview the candidate prior to being hired to determine his/her qualifications. Furthermore, DODHEAP reserves the right to reject/remove any individual that does not meet the requested experience criteria and/or is deficient in performance of the assignment. The rejected/removed temporary personnel must be replaced within twenty-four hours. DODHEAP will not be responsible to pay for the time the newly assigned temporary service personnel spends or any guaranteed (by the Temporary Service Provider) minimum time spent by the temporary service personnel at the using agency in case of rejection and/or removal. Removal as defined in this requirement only is limited to a maximum of four (4) hours.

C. Background Checks

1. DODHEAP reserves the right to request of the Contractor, background checks, and drug testing of potential temporary service personnel to include but not limited to the following:

   a. Sheriff's Department background check
   b. Municipal Police background check
   c. Bureau of Criminal Investigation background check
   d. Employee reference check
   e. Credit check
   f. Finger printing
   g. Drug Testing

2. Due to the job requirements and environment, hiring decisions will be partially based on the results of background checks.

3. DODHEAP will limit its background checks and drug testing requirements to the same requirements as required of their own permanent full-time employees holding the same or similar positions to be filled by the potential temporary service employee. These pre-employment tests will be initiated prior to the potential temporary service personnel's starting date at DODHEAP. The temporary service provider must notify the using agency as to the investigations and/or testing projected completion date and forward those results to the using agency.

SPECIFICATIONS AND REQUIREMENTS

4. DODHEAP will pay the actual costs of each background check and/or test. Costs for background checks are to be shown on the appropriate part of this Bid. Background checks and tests will not be evaluated as part of this Bid. Failure to provide pricing for background checks will be considered as no charge for background checks to the state of Ohio.

5. The temporary service provider must furnish DODHEAP a copy of their invoice to be reimbursed.

D. The exact work hours for temporary personnel will be determined by DODHEAP. Generally, work hours will begin between 7:00 a.m. and 9:00 a.m. and end between 3:30 p.m. and 6:00 p.m., Monday through Friday excluding state observed holidays. Temporary personnel will not be paid for lunch periods and holidays.

E. Overtime, when authorized by DODHEAP, will be paid at the rate of one and one half the Contracted normal rate.

F. DODHEAP has the right to request from the Contractor evening or night shift work (2nd and/or 3rd shifts); these shift hours range as follows but may vary per agency:

2nd shift - 3:00 p.m. - 11:00 p.m.

3rd shift - 11:00 p.m. - 7:00 a.m.

G. DODHEAP may request the need for holiday; evening/night work and weekend work, working hours may vary. Holiday, evening/night work, and weekend work will be paid by DODHEAP at the same rate (i.e.: time and a half, shift differential, etc.) as the corresponding State employee's position would be paid.

H. DODHEAP requires the Contractor to pay its temporary employees a graduated hourly rate based on the number of seasons the employee has been assigned to the DODHEAP program. The graduated rates are shown on the Bid Schedule/Price Schedule page under "Minimum Wage Paid the Temporary Employee", page 9. The graduated hourly rate will be for a Clerical Specialist I (1st season), Clerical Specialist II (2nd and 3rd season and Clerical Specialist III 4 or more seasons).

I. Temporary personnel 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. Weekends and holidays are included for notification/replacement requirements.

J. DODHEAP reserves the right to reduce the length of the assignment and will provide the Contractor with as much notification as possible.

K. Upon request, the Contractor will provide assistance at no additional cost to DODHEAP to assist in problem resolution.

L. The temporary service provider will make health insurance available to its employees assigned to the DODHEAP program.

M. The Temporary Service Provider will offer its employees paid vacation time commensurate with the average number of hours the employee works per week for DODHEAP.

N. The Temporary Service Provider will offer direct deposit to its employees.

O. Record/Time Keeping

1. Temporary personnel will utilize the timekeeping system in effect at DODHEAP to document actual hours worked. A DODHEAP supervisor will sign the time sheets on a weekly basis validating the hours worked by the temporary personnel. Payment will be made for actual hours worked and supported by timekeeping records. The Contractor will attach a copy of the validated time sheet when invoicing DODHEAP.

SPECIFICATIONS AND REQUIREMENTS

2. The time a temporary service employee enters and leaves his work station/area will be counted as actual hours worked and not the time they enter and leave their work facility (building). The signing in and out at a guard station or other area within the facility does not of itself provide documentation for verification of hours worked.

P. The Contractor will pay the temporary personnel within five (5) working days after submitting a signed time sheet to the Contractor.

Q. The Contractor will be responsible for the temporary personnel federal and state payroll requirements up to, but not limited to, payroll taxes, payroll reports and Workers' Compensation.

R. The Contractor 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.

S. The temporary service Contractor will bond employees as directed by DODHEAP. The fee for this service will be borne by the using agency.

T. Due to the proprietary nature of proof of efficiency testing materials, the vendor 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.

U. Subcontracting: Only the Contractor will perform the work, and the Contractor will not enter into subcontracts for the work without written approval from Office of Procurement Services (State). 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 Bid or in a subsequent, written document. 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.

IV. TEMPORARY PERSONNEL/CLERICAL SPECIALIST

A. General Job Duties: Knowledge of data processing procedures. Answers telephone inquiries relating to the status of the Home Energy Assistance Program (HEAP) client applications. Enters and formats data in preparation for computer updating of the information system. Extracts information from a computer generated database. Performs clerical tasks related to the operation and updating of the on-line computer information systems and the application & documentation files. Maintains correspondence.

B. Equipment Proficiency: The temporary service personnel will need to be proficient in the following (as needed and specifically defined by the using agency) equipment: 10 key calculator, personal computer, telephone, copier, fax machine, and all standard office equipment.

C. Proof of Efficiency: The temporary service personnel will need to meet the following (as needed and specifically defined by the using agency) minimums to qualify for employment with the using agency: Knowledge of bookkeeping, knowledge of office practices and procedures, knowledge of addition, subtraction, multiplication and division of fractions and percentages. Typing (keyboard test must = 40+ w.p.m.), ability to use 10 key calculator.

D. Minimum Qualifications: Six (6) months experience in a customer service environment and 6 months experience in electronic data input in a business or educational environment.

SPECIFICATIONS AND REQUIREMENTS

V. INSURANCE

Using agencies will be required to obtain an endorsement to their insurance coverage for liability coverage if temporary service employees are to operate state-owned vehicles. Copies of such endorsements must be made available to awarded temporary service providers upon request.

VI. CONTRACTOR QUALIFICATIONS

A. The Temporary Service Provider must have been in business in the state of Ohio for a minimum of two (2) years as a corporation, partnership, individual or association that maintains and employs a staff of qualified temporary personnel.

B. The Temporary Service Provider must have a non-residential office within Franklin County.

C. The Bidder must be a registered MBE Contractor through the Department of Development, at the time of the Bid opening.

VII. BID SUBMITTAL

A. Mandatory: These items shall be included at the time of the Bid. Failure to provide these items with the Bid or by the Bid Opening date and time as stated on Page 1 of this Bid may deem the Bid as not responsive and no further consideration will be given to the Bid. A list of these Mandatory items can be found on the last page of this Bid.

B. Required: These items shall be included at the request of Office of Procurement Services. Failure to provide these items within the specified timeframe stated on the last page of this Bid may deem the Bid as not responsive and no further consideration will be given to the Bid. A list of these required items can be found on the last page of this Bid.

VIII. REFERENCES

Bidder must provide with their Bid at least four (4) references for jobs of similar scope. The references must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide adequate references may deem the Bidder as not responsive and their Bid may be disqualified.

PRICE SCHEDULE

			Year 1	
ITEM NUMBER	DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM WAGE PAID TO TEMP EMPLOYEE 07/01/09-06/30/10	COST PER HOUR CHARGED TO STATE FOR 07/01/09-06/30/10
10053	CLERICAL SPECIALIST I	52,200	$ 12.85	$ 15.90
5250	CLERICAL SPECIALIST II	31,200	$ 13.55	$ 16.77
10054	CLERICAL SPECIALIST III	39,672	$ 14.25	$ 17.63

			Year 2	
ITEM NUMBER	DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM WAGE PAID TO TEMP EMPLOYEE 07/01/10-06/30/11	COST PER HOUR CHARGED TO STATE FOR 07/01/10-06/30/11
10053	CLERICAL SPECIALIST I	52,200	$ 12.85	$ 15.90
5250	CLERICAL SPECIALIST II	31,200	$ 13.55	$ 16.77
10054	CLERICAL SPECIALIST III	39,672	$ 14.25	$ 17.63

NOTE: The classification chosen shall be defined by the number of years of experience working with HEAP. For instance, if an employee is in their third year with HEAP, they would be brought in as a Clerical Specialist II. If they have no prior experience with HEAP, and this is their first assignment, they would be brought in as a Clerical Specialist I.

Clerical Specialist I – First Year
Clerical Specialist II – Second or Third Year
Clerical Specialist III – Four or more years

The Bidder shall provide a Bid for the background checks below. Failure to provide this portion of the Bid will result in the Bid being not responsive and no further consideration will be given.

BACKGROUND INVESTIGATIONS AND DRUG TESTS COSTING:

ITEM NUMBER: 9377

DESCRIPTION OF INVESTIGATION OR TEST	COST PER TEST
Sheriff's Department Background Check	$ 20.00
Municipal Police Background Check	$ 20.00
Bureau of Criminal Investigation Check	$ 50.00
Employee Reference Check	$ 60.00
Credit Check	$ 20.00
Finger Printing	$ 45.00
Drug Testing	$ 46.00

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: OT901110-1 (06/30/11)
Encouraging Diversity, Growth and Equity (EDGE) MBE Contractor

0000168990
Diversity Search Group
285 Timber Ridge Drive
Pickerington, OH 43147

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Teresa Sherald

Telephone: (614) 352-2988
FAX: (614) 340-7133
E-mail address: tasherald@diversitysearchgroup.com