

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS901816	OPENING DATE (1:00 p.m.) January 15, 2016	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. MAC022	BID NOTICE DATE December 24, 2015	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
TEMPORARY PERSONNEL SERVICES			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>02/01/2016</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>5/31/2017</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating agency.			
<u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u> , Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov . Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.			
		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS905015, effective 02/01/2016 or upon the date when DAS signs the Contract, whichever is later in time.

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.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This solicitation is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All offerors/bidders must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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 personnel position by its Price per Hour Billed to the State. The contract will be awarded by line item for each district and bidders are eligible to be awarded line items in multiple districts. The bidder must provide the "Minimum Hourly Wage Paid to Temporary Personnel" and "Price per Hour Billed to the State" for each line item(s) bid in order to be considered for award.

NOTE: Usage figures of "8" in the "Estimated Annual Hours" column will be used to evaluate positions with no reported usage in FY14 and to evaluate new positions for which there is no usage history.

CONTRACT AWARD: The contract will be awarded to up to two (2) lowest responsive and responsible bidders per line item within each district, for Districts 6 and 8 (see attachment one Bid/Service District Map, page 13).

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 Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, 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 days' notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). 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 (CONT'D)

AFFORDABLE CARE ACT: The Affordable Care Act (ACA) went into effect as of January 1, 2015 for firms that have 100+ employees and January 1, 2016 for firms with 50+employees.

Percentage rates for health coverage for firms with 50 + employees will be negotiated prior to the end of December 2015. Hospitalization will be added to the MVP Option 2 January 1, 2016. Because of possible future changes in the ACA, we are incorporating a review of the first year prior to the end of the contract's first year and each year end thereafter. This will allow for the State of Ohio and Contractor the opportunity to consider whether an increase/decrease is appropriate as a result of any changes in the ACA and to negotiate what change, if any, may be appropriate.

Penalties assessed because of lack of health coverage, or insufficient health coverage shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure its own compliance with all applicable law; the State of Ohio shall not be responsible for any penalties or non-compliance costs under the ACA that are incurred or assessed related to the Contractor's employees, regardless of whether such ACA penalties or non-compliance costs are assessed to the Contractor or to the State of Ohio.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) 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, OH 43228-1395, Attn: Sinuon Todd.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIFICATION

I. SCOPE

The purpose of this Invitation to Bid is to obtain a Contractor(s) to provide temporary personnel services to State Agencies through temporary employment agencies. The purpose of these specifications are to obtain the services of temporary employment agencies capable of supplying qualified temporary personnel as specified herein to any requesting using agency in the State of Ohio within the Bid Districts listed herein. The term of any contract issued pursuant to this Invitation to Bid shall be from the date of award through May 31, 2017.

II. DEFINITIONS

- A. "Qualified Temporary Personnel" shall mean those individuals employed by the Contractor who meet the minimum specifications as indicated herein.
- B. "Using Agency" shall mean any State Department, State Agency, State University, State Community College, or any Agency requesting service that is properly enrolled as a Cooperative Purchasing Program member requiring the services described herein.
- C. "Proof of Efficiency" shall mean the results of those tests that provide a measure of ability for individual job duties as specified herein.
- D. "Minimum Hourly Wage Paid to Temporary Personnel" shall be defined as, at minimum, the hourly rate that the Contractor must pay to the temporary personnel.
- E. "Price Per Hour Billed to the State" shall be defined as the hourly rate the Contractor will bill the using agency for a qualified temporary personnel.

III. GENERAL REQUIREMENTS

- A. Upon notification from the using agency via purchase order, email or phone communication, the Contractor will provide requested temporary personnel within twenty-four (24) hours of receiving notification from the using agency. If the position being requested by the using agency requires candidates to be interviewed prior to being assigned to the temporary position, the candidate pool must be selected and communicated to the using agency within twenty-four (24) hours of receiving notification. The Office of Procurement Services recognizes that there may be times in which a qualified candidate cannot be found within this time period. If the Contractor is unable to provide a candidate within this timeframe, the using agency may request a letter from that Contractor stating the reason why a candidate cannot be located, including the position title. The agency may then request a temporary waiver from the Office of Procurement Services to use another Contractor that can more adequately and promptly fill this position.

The Contractor should make every reasonable attempt to provide a candidate. If the Office of Procurement Services receives multiple request for a waiver of a position in one year, they may find the Contractor in default and provide a permanent waiver during the life of the Contract for those positions.

- B. The using agency will identify to the Contractor the person(s) who are authorized to request temporary personnel.
- C. The using agency reserves the right to interview the candidate prior to the agreed upon start date or upon arrival to determine his/her qualifications for the requested position. Furthermore, the using agency 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 must be replaced within twenty-four (24) hours. The using agency will not be responsible to pay for the time the newly assigned temporary personnel spends at the agency in case of rejection and/or removal. The using agency does not guarantee (by the Contractor) minimum time spent at the using agency in case of rejection and/or removal. Removal as defined in this requirement is limited to a maximum of four (4) hours.
- D. Should the Contractor terminate a temporary personnel assigned to the using agency, the Contractor must notify the using agency of the circumstance immediately and allow at minimum two (2) weeks for the temporary personnel to complete the assignment. Newly assigned temporary personnel must be provided and prepared to start working on-site within twenty-four (24) hours of the terminated employees last day on the assigned project.

SPECIFICATION (CONT'D)

E. Background Checks

1. Using agencies reserve the right to request of Contractors background checks and drug testing of potential temporary personnel, including, 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 (i.e. State Highway Patrol and other law enforcement institutions) hiring decisions will be partially based on the results of background checks. Agencies may elect to perform the background checks themselves at direct agency expense.
 3. State agencies will limit their background checks and drug testing requests 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 personnel. These pre-employment test will be initiated prior to the potential temporary personnel's starting date at the using agency. The Contractor must notify the using agency as to the investigations and/or testing projected completion date and forward those results to the using agency within forty-eight (48) hours of receiving test results. In most cases temporary personnel will not start work until all checks have been confirmed and cleared, should a temporary personnel begin work prior to the checks returning, it is the responsibility of the Contractor to notify the using agency upon notification of results that may negatively impact the work assignment. The Contractor must notify the temporary personnel on assignment immediately if any checks are returned as not passing. A newly assigned temporary personnel must be in place within 24 hours should this occur.
 4. The using agency will pay the actual costs of each background check and/or test so long as this service is not already a standard policy or a procedure of the Contractor. Background checks and/or tests will not be evaluated as part of the bid, but the rates for these checks and/or tests should be completed by the bidder on page 23 of this bid. The Contractor must furnish the using agency a copy of their invoice for each background check and/or test in order to be reimbursed. Failure to provide pricing for background checks and/or tests will be considered as no charge for background checks and/or tests to the State of Ohio.
- F. The exact work hours for temporary personnel will be determined by the using agency. Generally, work hours will begin between 7:00 a.m. and 8:30 a.m. (EST) and end between 4:00 p.m. and 5:30 p.m. (EST), Monday through Friday, excluding state-observed holidays (<http://ohio.gov/stateemployee/benefits/>) in most instances. Temporary personnel will work no more than eight (8) hours per day, excluding lunch, or a total of forty (40) hours per week. Temporary personnel will not be paid for lunch periods, holidays, and/or overtime (unless approved, in advance, by waiver from the Office of Procurement Services).
- G. Overtime requests require an advance waiver from the Office of Procurement Services. For the purposes of this contract, overtime may be defined as any time period exceeding an eight (8) hour day or any time exceeding a forty (40) hour work week. This will depend on the position and the work schedule that is assigned to the temporary personnel. Positions that allow flex-time will begin overtime after forty (40) hours have been exceeded for the scheduled work week. If a waiver request is required, contact Sinuon Todd at sinuon.todd@das.ohio.gov.
- H. Using agencies have the right to request from the Contractor morning, evening or night shift work (1st, 2nd and/or 3rd shift); specific start and end times may vary per agency. The shift hours may range in between the hours as follows.:
- 1st shift – 7:00 a.m. to 5:30 p.m.
- 2nd shift – 3:00 p.m. to 11:00 p.m.
- 3rd shift – 11:00 p.m. to 7:00 a.m.

SPECIFICATION (CONT'D)

- I. Using agencies may request temporary personnel services for holiday; evening/night work and weekend work. Working hours may vary depending on agency, department, and/or section. Holiday, evening/night work, and weekend work will be paid by the using agency at the same rate (i.e.: time and a half, shift differential, holiday pay, etc.) as the corresponding State employee's position would be paid.
- J. 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 shall be included as part of the time requirement for notification/replacement.
- K. The using agency reserves the right to reduce the length of the assignment and will provide the Contractor(s) with as much notice as possible.
- L. Upon request, the Contractor(s) will provide assistance, at no additional cost, to the using agency to assist in problem resolution.
- M. Record/Time Keeping
 - 1. Temporary personnel will utilize the timekeeping system in effect at each agency to document actual hours worked. Additionally, the temporary personnel will complete a weekly time sheet supplied by the awarded Contractor indicating the name of the temporary personnel, position description, dates worked for that week, beginning and ending times, number of straight time hours worked, number of pre-approved (by waiver from the Office of Procurement Services) overtime hours worked, number of holiday hours worked, evening/night and weekend hours worked, the rate to be paid and the name of the facility where the work is performed. An agency supervisor will sign the time sheets on a weekly basis validating the hours worked by the temporary personnel. Payment will be made for the actual hours worked and supported by the timekeeping records. The Contractor will attach a copy of the validated time sheet when invoicing the agency.
 - 2. The time a temporary personnel enters and leaves their 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 itself provide documentation for verification of hours worked.
 - 3. The using agency is required, when overtime (pre-approved) is to be paid, to attach to each temporary personnel'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.
- N. 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 five (5) working 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 five (5) working days of the weekly submission. Furthermore, if the Contractor requires that the timesheet(s) are submitted on a bi-weekly basis (every two weeks) then payment is required within five (5) working days of the bi-weekly submission (every two weeks).
- O. 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.
- P. The Contractor(s) will not charge the State of Ohio placement fees if a temporary personnel is selected for a full time, part-time or intermittent position with the State of Ohio through the State's selection process.
- Q. The 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 _____ for Bonding Fee)
- R. 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 personnel the Contractor will furnish to the using agency for the positions contained herein. Efficiency tests should be scored and totaled by percentage prior to presenting the results to the using agency. The State representatives will not remove or copy any of the presented data.

SPECIFICATION (CONT'D)

- S. 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 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 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.
- T. 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.
- U. 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.
- V. Each agency may have their own set of agency work rules and policies. Work rules and policies that are implemented for State employed staff will also be the same set of work rules and policies for temporary personnel staff assigned to that agency.
- W. Mileage and travel reimbursement, including lodging, meal allowances, rental vehicles and air travel are excluded from this Contract.

IV. TEMPORARY PERSONNEL

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

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

V. INSURANCE

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

VI. CONTRACTOR QUALIFICATIONS

- A. The Contractor must have been in business for a minimum of two consecutive (2) years as a corporation, partnership, individual or association that maintains and employs a staff of qualified temporary personnel.
- B. The Contractor must be able to provide service to all areas within the District they are bidding. Failure to provide these services will result in the using agency being granted a waiver from DAS to seek these services from another Contractor. Any difference in cost that is greater than the Contract price will be paid to the agency by the awarded Contractor until they can either fill the position with their own employee or until they have been removed from the Contract.

SPECIFICATION (CONT'D)

- C. The Contractor must have the financial support from a financial institution to have the ability to pay its employees assigned to any position upon award of this Contract. The Contractor is responsible for paying its employees for the services provided. Waiting for payment from the State within a reasonable amount of time does not warrant a delay in payment to the Contractor's employees.

VII. REFERENCES

Bidder must provide with their bid at least three (3) positive references (Attachment 3, page 26) for jobs of similar scope which may include government agencies and private industries. The reference 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 the Office of Procurement Services, the Bidder will provide additional references, if needed. Failure to provide references that are able, available and willing to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and further consideration for award may not be given.

VIII. NOTES:

The bid response should include the documents listed below, completed in their entirety, as applicable. Should the document(s) not be included with the bid response, the document(s) will be requested during the bid evaluation. Should the document(s) be requested during the evaluation, the bidder will be provided seven (7) calendar days to submit the document(s). Failure to provide the documents by the deadline provided may deem the Bidder as not responsive and further consideration for award may not be given.

- A. Attachment Two – Company Profile Form
- B. Attachment Three – Bidder References
- C. Attachment Four – Bidder Disclosure Statements

PRICE SCHEDULE

Instructions to Bidders: Bidder shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by Procurement Services and not used in the evaluation and any subsequent award.

Bidder must provide the Minimum Hourly Wage that will be paid to the Temporary Personnel and the Price per Hour billed to the State. Information not provided on line item(s) being bid will not be considered for award.

Estimated Annual Hours listed as "8" will be used for the purpose of evaluation when there was no usage for the position in the prior Fiscal Year or there was no usage information available for the position. Eight (8) hours will also be used for the purpose of evaluation when the position listed is a new position to the contract. Estimated Annual Hours listed from contract usage information available from the prior Fiscal Year shall not be construed as an indication that the position will require a similar number of hours during the term of any contract awarded pursuant to this Invitation to Bid.

DISTRICT 6 - Counties: Marion, Morrow, Union, Delaware, Madison, Franklin, Fayette, Pickaway

POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM HOURLY WAGE PAID TO TEMPORARY PERSONNEL	PRICE PER HOUR BILLED TO THE STATE
Penal Workshop Specialist	500		

DISTRICT 8 - Counties: Preble, Butler, Hamilton, Warren, Clermont, Greene, Clinton

POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM HOURLY WAGE PAID TO TEMPORARY PERSONNEL	PRICE PER HOUR BILLED TO THE STATE
Penal Workshop Specialist	500		

PRICE SCHEDULE (CONT'D)

BACKGROUND INVESTIGATION AND DRUG TEST COSTS: The cost for the investigations and tests listed below will not be evaluated as part of this bid. Failure to provide pricing for the investigations and tests listed below will be considered as no charge to the state of Ohio for investigations and tests.

The rates offered will be used for all Bid Districts for which the Bidder receives an award, unless otherwise noted.

DESCRIPTION OF INVESTIGATION OR TEST	COST PER EACH INVESTIGATION OR TEST
Sheriff's Department Background Check	\$
Municipal Police Background Check	\$
Bureau of Criminal Investigation Check	\$
Employee Reference Check	\$
Credit Check	\$
Finger Printing	\$
Drug Testing	\$

ALLOCATION OF COSTS: The Bidder must submit a percentage breakdown of the various cost factors of their price per hour billed to the State below. These figures will be used in consideration of price increases during the term of any contract issued pursuant to this Invitation to Bid. Failure to provide this information may deem your Bid not responsive and further consideration for award may not be given. The percentages provided below must total one hundred percent (100%).

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.

Cost of Wages	Cost of Health Care	Cost of Workers' Compensation	Cost of Unemployment	Cost of Taxes	Cost of Other	Total
%	%	%	%	%	%	100%

EXAMPLE:

Cost of Wages	Cost of Health Care	Cost of Workers' Compensation	Cost of Unemployment	Cost of Taxes	Cost of Other	Total
70%	2%	7%	12%	6%	Educational Training 3%	100%

ATTACHMENT TWO: COMPANY PROFILE FORM

Company Legal Name	Physical Address	
Telephone Number	Email Address	Fax Number
Home Office Location	Date Established	Ownership
Firm Leadership	Number of Employees	Number of Employees Directly involved in Tasks Directly Related to the Work Specified Herein
Additional Background Information:		

ATTACHMENT THREE: BIDDER REFERENCES

A minimum of three(3) professional reference who have received services from the bidder in the past two (2) years, as specified in herein.

Company Name:	Contact Name:	
Address:	Telephone Number:	Email Address:
Contract Name:	Beginning Date of Contract: (Month/Year)	Ending Date of Contract: (Month/Year)
Description of term contract/temporary personnel services provided.		

ATTACHMENT FOUR: BIDDER DISCLOSURE STATEMENTS

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.