

ATTACHMENT A
SOLICITATION NO. 0900000443

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses from potential Suppliers to provide temporary employment services for State Agencies and Affiliates to purchase on an as-needed basis.

This RFP is soliciting proposals from temporary employment companies to provide services relating to Administrative Support (including Office and Clerical), Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology Professional Services, and Professional Services as defined within the scope of this RFP. Awarded Suppliers shall be independent contractors and not employees of State Agencies or Affiliates. The awarded Supplier's staff, including temporary assigned individuals shall also not be considered employees of the State Agency or Affiliate. These services are as-needed and upon request from State Agencies and Affiliates. Suppliers will be responsible for hiring, firing, taxes, workers' compensation, benefits, etc. for the candidates who are **not** employees of the individual Customer. Candidates will not be provided employee benefits from the State Agencies or Affiliates.

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services. As a result of this Solicitation OMES, Central Purchasing Division, expects to receive and evaluate responses and select one or more qualified Suppliers with which to establish a contract(s) for temporary employment services that is available to all Customers.

When a need is identified, the Customer will provide a Supplier awarded a contract under this Solicitation with business requirements and technical specifications for their specific project.

Award of the Contract to a bidder is not a guarantee of being selected to provide products and services.

The Customer will directly negotiate the terms of a Statement of Work with a Supplier when a project is needed.

If awarded a contract, the Supplier is responsible for keeping the State informed of personnel contact changes and is not responsible if the Supplier does not receive an invitation to bid on a Statement of Work.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (2) one-year options to renew the Contract.

2. Specifications

2.1. Temporary Employment Services

- A.** Awarded Supplier will confirm with the Customer the arrival of its Candidate by telephone within one-half (1/2) hour after scheduled arrival time.
- B.** Awarded Supplier is responsible to communicate with its Candidate the Customer's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- C.** All temporarily assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the Customer. Temporary Candidate must dress according to the requirements of the Customer requesting the assignment.
- D.** Temporarily assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- E.** The Customer reserves the right to reduce the length of the temporary assignment and will provide the Awarded Supplier with as much notification as possible.

2.2. Work Hours

- A.** The exact work hours for temporarily assigned personnel will be determined by the Customer.
- B.** Temporarily assigned individuals will not be paid for their lunch hour.
- C.** Customers have the right to request temporarily assigned individuals for holiday, evening/night, weekend or shift work.
- D.** Hours may vary per Customer.
- E.** The Customer reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Customer. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Awarded Supplier agrees to issue a credit invoice to the Customer for the total charges from the point the Customer notifies the Awarded Supplier to request a replacement.
- F.** The Awarded Supplier agrees to replace an unsatisfactory individual within one (1) business day; however, the Customer has the option to contact a different Awarded Supplier for the service.
- G.** The Customer shall be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Customer's requirements.

2.3. Placement

Supplier shall describe how their company will provide assistance for Customers with the placement of any candidate(s). At a minimum, include problem (conflict) and resolutions and the following items below:

- A.** Customers may refer a candidate to be hired to the Awarded Supplier to sign up to perform specific services needed or may request the Awarded Supplier to recruit and provide the temporary Candidate. The Customer will not pay a placement or conversion fee for individuals who are a direct referral from the Customer.
- B.** Upon a request for service from the Customer, the Awarded Supplier will provide expedient temporary employment services. An e-mail, facsimile, or telephone call from the Customer will constitute a request for service.
- C.** The Customer reserves the right to interview the candidate to determine their qualifications for the required position (but this does not negate the Awarded Supplier's responsibility of qualifying candidate(s)).
- D.** The Customer may reject and/or remove any candidate who does not meet the requested experience or is deficient in the performance of the assignment.
- E.** Customers may select Awarded Supplier(s) within their geographic region based on the preference of the Customer.
- F.** Multiple Awarded Suppliers may be contacted to fill the same position.

2.4. Supplier's Responsibilities

- A.** The Awarded Supplier is responsible to obtain the information as described in the Scope of Work and any other information necessary to determine what job category satisfies the service request.
- B.** The Awarded Supplier will inform the Customer point of contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
- C.** Placing candidates out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed by the Customer to ensure this does not occur.
- D.** The Awarded Supplier is responsible for conducting appropriate background and reference checks on potential candidates prior to any assignments and should be prepared to conduct more extensive background investigations when required by the Customer. Awarded Supplier must send notification to the Customer of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the candidate and possibly jeopardize future placements by offending Awarded Supplier.
- E.** These services are as needed and upon request from the Customer. Awarded Supplier will be responsible for liability insurance, federal and state payroll requirements

including but not limited to insurance coverage for any candidate sent to the Customer, payroll taxes, payroll reports, workers' compensation, benefits, hiring and firing etc., for the candidates.

- F.** The Awarded Supplier is responsible for conducting periodic quality assurance checks with the Customer's point of contact to verify that the Customer's requirements are being fulfilled by the candidate. At a minimum, these checks should be completed at the end of the first week of any assignment. Customers may request quality assurance checks at any interval during the term of the candidate's placement.
- G.** Candidates may be hired as a permanent employee of the Customer if, the Customer and hiring processes have been complied with and if the candidate elects to accept employment with the Customer. Such occurrence will create no further obligation (financial or otherwise) on the part of the Customer.
- H.** The Customer will not be responsible for the Awarded Supplier's candidate who voluntarily leaves the Awarded Supplier's employment or engages in employment with another company.
- I.** The Awarded Supplier agrees to ensure candidates agree to be bound by the security regulations, policies, and standards as required by the Customer. This will vary based on the individual Customer's requirements.
- J.** Awarded Supplier shall ensure adequate backup documentation (such as Candidate timesheets) are attached to invoice or billing requests. The timesheet should include the following:
 - i.** Name of the Customer;
 - ii.** Name of the temporarily assigned individual;
 - iii.** Dates worked;
 - iv.** Beginning and ending time;
 - v.** Number of regular hours worked each day; and
 - vi.** If applicable, number of overtime hours worked each day.
- K.** The Awarded Supplier is responsible and may be held financially liable for the negligent acts of its Candidates.

2.5. Bonding

- A.** The Awarded Supplier shall have the ability to bond candidates as directed by the Customer.
- B.** The fee for this service will be borne by the Customer.
- C.** Selection of the bonding insurer is at the Awarded Supplier's discretion; however, each insurance policy shall be:
 - i.** Issued by insurance companies authorized to do business in the State or eligible surplus lines insurers acceptable to and having agents in the State upon whom service of process may be made.

2.6. Equipment, Property and Damages

- A.** The Awarded Supplier shall be responsible for the proper maintenance and custody of any personal tangible property owned and real property furnished by the Customer for the use in connection with the performance of the contract.
- B.** The Awarded Supplier will reimburse the Customer for such property's loss or damage caused by the Awarded Supplier' assigned individual, with the exception of normal wear and tear.
- C.** The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the Candidate assignments.

2.7. Customer's Responsibilities

- A.** Prior to contacting the Awarded Supplier (s), the Customer is responsible to define details of the request to include, but not be limited to:
 - i.** Number of individuals needed;
 - ii.** Job duties;
 - iii.** Equipment to be used;
 - iv.** Knowledge, skills and education and/or experience;
 - v.** Computer software to be used;
 - vi.** Hours of work;
 - vii.** Expected length of assignment;
 - viii.** Job related attire;
 - ix.** Position location;
 - x.** Customer contact person; and
 - xi.** Other pertinent job-related information.
- B.** Depending on the amount of detail required, it is recommended the Customer submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

2.8. Background Checks

- A.** The Customer is responsible for requesting additional background investigations beyond normal references prior to the temporary assignment.
- B.** Should an additional background check be required due to the nature of the assignment, the Customer may be responsible for the cost of the additional checks.
- C.** It is reasonable to expect employment eligibility and references will be required for all candidates; background checks for referrals by the Customer will be at the discretion of the Customer.
- D.** Standard checks which would include employment eligibility and reference checks shall be at the cost of the Awarded Supplier(s).
- E.** Other background checks will be at the discretion of each requesting Customer.
- F.** Customers reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential candidates starting date.

- G.** Customers will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the candidate.

2.9. References

- A.** Provide three (3) references where your company has provided similar services. Describe what products or services were provided to each reference. References should include the governmental entity name, address, and contact name, email and phone number.

2.10. Value Add

- A.** Suppliers are requested to provide any new services or value added services that could be made available which are in scope of this solicitation.