



## State of Idaho Contract Number 6640 Amendment No. 2

### Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Tryfacta Inc. 4637 Chabot Dr. Suite 100 Pleasanton, CA 94588

### Contract Summary

<b>Contract Name:</b> Statewide Temporary Staffing Services <b>Contract Description:</b> Multiple Award for ITB Event 546 <b>Original Effective Date:</b> November 1, 2024 <b>Current Expiration Date:</b> October 31, 2026	<b>Current Contract Value:</b> \$700,000.00 <b>Estimated Lifetime Value:</b> \$1,750,000.00 <b>Contract Usage Type:</b> OPEN
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### Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

### Contractor Contacts

Contact Name	Contact Phone	Contact Email
ADESH TYAGI	408-893-5500	RFP@TRYFACTA.AI

### Recitals

1. The Parties entered into a Contract (6640) for Statewide Temporary Staffing Services for Idaho Public Agencies, effective November 1, 2024.
2. With this Amendment No. 2, the Parties desire to renew the Contract for one (1) year, add funds, and incorporate certifications required by Idaho Code, as further detailed below.

### Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contract is renewed for one (1) year from November 1, 2025, to October 31, 2026. The amount of \$350,000.00 is added to the current Contract value.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Tryfacta Inc.

Signature: Arman Dhar  
Name: Arman Dhar  
Title: VP of Operations  
Date: 7/2/2025

Digitally signed by Arman Dhar  
Date: 2025.07.02 12:09:32  
+07'00'

Department of Administration

Signature: Connor Long  
Name: Connor Long  
Title: Contract Administration  
Date: 07/02/2025



## State of Idaho Contract Number 6640

### Parties

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Department of Administration 650 W. State St. Boise, ID 83702	Tryfacta Inc. 4637 Chabot Dr. Suite 100 Pleasanton, CA 94588

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### Agency Contacts

Contact Name	Contact Type	Contact Email
DOP CONTRACT ADMINISTRATION		CONTRACTADMIN@ADM.IDAHO.GOV

### Contractor Contacts

Contact Name	Contact Phone	Contact Email
ADESH TYAGI	408-893-5500	RFP@TRYFACTA.AI

### Recitals

1. This Contract number 6640 for Statewide Temporary Staffing Services ("the Contract") is awarded for the Department of Administration ("the Agency") pursuant to state of Idaho sourcing event number 546 ("the Solicitation").
2. The Contract is issued under the authority provided by the Administrator of the Division of Purchasing pursuant to the State Procurement Act, title 67, chapter 92, Idaho Code.
3. Tryfacta Inc. ("Contractor") agrees to provide the Property identified in the line item(s) below as detailed herein.

### Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

This Contract including the attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference.

In the event of any inconsistency, precedence shall be given in the following order:

1. This Contract 6640
2. Event 546 Administrative Documents
3. Clarification Letter 1 Response

4. Clarification Letter Response 2

5. LUMA Event Response

6. Vendors Bid

**Department of Administration**

Signature: Thayne Pearson

Name: Thayne Pearson

Title: Purchasing Officer

Date: 10/28/2024

**Tryfacta Inc.**

Signature: aditya

Name: Adesh Tyagi

Title: President

Date: 10/25/2024



**STATE OF IDAHO  
DIVISION OF PURCHASING**

**Invitation to Bid (ITB) Event 546 Amended 1**

**Statewide Temporary Staffing Services**

Date of Issuance: 6/13/2024

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**ITB ADMINISTRATIVE INFORMATION**

ITB Title:	Statewide Temporary Staffing Services
ITB Project Description:	Statewide Temporary Staffing for Administrative Support Commercial/Industrial Workers, Healthcare Staffing Services, and Professional Services.
ITB Lead:	Thayne Pearson, Purchasing Officer Idaho Division of Purchasing 650 W. State St. Room 100 <a href="mailto:Thayne.pearson@adm.idaho.gov">Thayne.pearson@adm.idaho.gov</a> 208-332-1605
Submit electronically via IPRO:	Electronic Submission <a href="#">(IPRO Powered by LUMA)</a>
Pre-Bid Conference:	June 20, 2024 at 9:00am Mountain Time
Pre-Bid Conference Location:	Virtual via Microsoft Teams
Deadline To Receive Questions:	See IPRO Header Document
ITB Closing Date:	See IPRO Header Document
ITB Opening Date:	10:30 a.m. Mountain Time the following business day after closing
Initial Term of Contract and Renewals:	One (1) year. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is five (5) years.

## 1 PURPOSE

The Idaho Division of Purchasing (“DOP”) is requesting Bids from qualified Vendors for the procurement of Temporary Staffing Services to include providing qualified temporary staff to fulfill a variety of Administrative Support, Commercial/Industrial Workers, Healthcare Staffing Services, and Professional Services, as defined within the scope of this ITB for Statewide use. Temporary Staffing Services will be on an as needed basis.

### 1.1 Public Agencies

The Contractor(s) must accept orders from and extend contract terms, conditions and prices to all “Public Agencies” (referred to in this ITB as “Agency,” “Agencies,” or “Ordering Agency(ies)”) as defined in Section 67-2327 of Idaho Code (<https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch23/sect67-2327/>), which provides as follows: “Public Agency” means any city or political subdivision of this State, including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho.” ( **ATTACHMENT 4**)

## 2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

This Solicitation is issued by the state of Idaho (the “State”) via IPRO: [\(IPRO Powered by LUMA\)](#). The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at IPRO. It is the responsibility of the Bidder to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at IPRO to be valid. Alternate Bids are not allowed.

## 3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below. **QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION.** Written questions must be submitted using **Attachment 1**, Bidder Questions. Official answers to all written questions will be posted on IPRO as an amendment to this ITB.

ITB Lead: Thayne Pearson

Phone: 208-332-1605

E-mail: [thayne.pearson@adm.idaho.gov](mailto:thayne.pearson@adm.idaho.gov)

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at ([Contract Terms and Conditions](#)) must also be submitted in writing, using **Attachment 1**, Bidder Questions, by the deadline identified in the ITB Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State’s consideration that is consistent in content, context, and form with the State’s requirement that is being questioned.
3. Explanation of how the State’s acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

**Bids which condition the Bid based upon the State accepting other terms and conditions not found in the ITB, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.**

#### **4 PRE-BID CONFERENCE**

All parties interested may attend the optional pre-bid conference, at their expense. Parties interested in attending this conference must email the ITB Lead no later than one (1) business day prior to the date of the pre-bid conference. The written request should specify the name and title of each person who will be attending. A maximum of three (3) persons for each party interested will be allowed to attend in-person.

Parties interested may also attend the pre-bid conference via Microsoft Teams by obtaining conference call-in details from the ITB Lead.

Failure to attend the optional pre-bid conference shall not relieve the Bidder of meeting the requirements of this ITB.

#### **5 BACKGROUND**

This Contract will be used to provide Statewide Temporary Staffing Services to State of Idaho Agencies for the specific job classifications related to these functions, as identified in this ITB.

It is anticipated for the potential five (5) year life of the resulting contracts, the spend for all categories and all Contractors combined may exceed three million (\$3M) dollars; however, the total value and quantity of purchases on the contract is not known; no minimum or maximum is guaranteed.

#### **6 SPECIFICATIONS**

Awarded Contractor(s) must be independent contractors and not employees of the State or Participating Public Agencies (See Section 1.1 above). The Contractor's staff, including temporary assigned temporary staff, must not be considered employees of the State or Participating Entities. These services are as needed and upon request from State agencies and political subdivisions. Contractor(s) must be responsible for hiring, firing, taxes, workers' compensation, benefits, etc., for the temporary staffs who are not employees of the individual participating entities. Temporary staff must not be provided employee benefits from the State Agencies or political subdivisions. The State will not guarantee any minimum level of usage for any resulting contract(s) under this ITB.

These specifications outlined in **Attachment 3 – Specifications** are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award.

#### **7 COST**

Provide your fully burdened Total Cost on the Bid Schedule (**Attachment 2**).

## **8 BILLING PROCEDURE**

- 8.1** Must be submitted on Contractor letterhead.
- 8.2** Show total number of hours, with regular and overtime listed separately, for each individual temporary staff for that week, include the job description (See Section 6.1) for work performed.
- 8.3** Hourly rate billed (including mark-up) and total amount billed for each individual temporary staff, based upon the corresponding hours for that week.
- 8.4** List the total amount of allowable miles reimbursed for each applicable temporary staff for that week.
- 8.5** List the total amount billed in mileage reimbursements for each individual temporary staff for that week. Ordering Agencies require copies of the mileage logs submitted with the weekly invoices to validate amounts invoiced.
- 8.6** Invoices that contain errors will be returned to the Contractor for correction.
- 8.7** The Contractor will have two (2) weeks to correct the invoices and resubmit to Ordering Agencies.

In addition to the requirements outlined above, the Contractor must provide the following information with each invoice:

- 8.8** IPRO PO/Contract number.
- 8.9** Identification of the Ordering Agency's location that each contracted personnel is working.
- 8.10** Identification of the week being billed (i.e., beginning and ending date range of week being billed).
- 8.11** Grand total amount billed for all temporary staff for that week.
- 8.12** Name of authorized individual and contact information for Contractor.
- 8.13** Ordering Agencies may have additional requirements, the Contractor(s) must follow individual Ordering Agency's internal policies.

## **9 SUBMISSION REQUIREMENTS**

### **9.1 Required Bid Submission Items**

Your Bid Submission must consist of the following:

#### **9.1.1 Bid Schedule**

Provide your cost information on **Attachment 2**, Bid Schedule, below. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

### **9.1.2 State of Idaho Signature Page**

The State of Idaho Signature Page must be completed and submitted as part of your Bid. The State of Idaho Signature Page is attached in IPRO.

### **9.1.3 Cover Form**

Cover form must be completed and submitted as part of your Bid. The Cover Form is attached in IPRO.

## **9.2 Bid Submission Methods**

Bids must be submitted electronically via IPRO. Do not fax or e-mail your Bid. Your Bid must be received at the Division of Purchasing by the date and time specified on the IPRO header document. The official time, for bid closing purposes, is the Division of Purchasing's time clock.

### **9.2.1 Electronic Submission via IPRO**

If submitting electronically via IPRO, upload all of the Required Bid Submission Items (See Section 8.1) and enter your cost in IPRO for each line item; as the "Total Cost" on the Bid Schedule OR \$1.00 as your cost in IPRO.

Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

Submitting via IPRO, be advised that that the Bidder for Bid evaluation and award purposes is the entity profile under which submit in IPRO, which must be the same legal entity presented in your uploaded response materials. If the entity identified on the state supplied Signature Page differs from the entity under which you submit your Bid in IPRO, the information provided on the Signature Page prevails.

It is mandatory to submit your Bid electronically via IPRO, all Bidders participating in a Solicitation issued through IPRO must establish an account in the IPRO system as it is necessary in order to process and/or award the resulting Contract(s). It is free to establish an account and only takes a few minutes.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

## **9.3 Trade Secrets**

If your Bid contains trade secret information which you have identified, you must also submit a redacted copy of the Bid (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in the three (3) paragraphs directly below) of all trade secret information which was removed or blacked out in the redacted copy.

Paragraph 28 of the Solicitation Instructions to Vendors describes trade secrets to *"include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."* In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Bidders must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Bid; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

## **10 AWARD**

Award of Contract(s) will be made to the responsive, responsible Bidder with the lowest mark-up rate by Region as provided on the Bid Schedule, ATTACHMENT 2.

The State reserves the right to make “Multiple Awards” within the same Region if in the best interest of the State, as determined by the Administrator of the Division of Purchasing in accordance with Idaho Code 67-9211. Per Idaho Code 67-9211 (3), when a contract for property has been awarded to two (2) or more bidders in accordance with this section, a state agency shall make purchases from the Contractor whose terms and conditions regarding price, availability, support services and delivery are most advantageous to the Ordering Agencies. These Contract(s) will start as soon as the award(s) are made.

## **11 RESPONSIBILITIES**

Pursuant to IDAPA 38.05.01.081 (<https://adminrules.idaho.gov/rules/current/38/380501.pdf>), the ITB Lead may, in the State’s sole discretion, conduct a review to determine if the apparent low-cost Bidder are responsible. As part of the responsibility review, the ITB Lead may require the apparent low-cost Bidder to provide financial reports to the satisfaction of the State and may also seek to obtain completed reference questionnaires from Bidder’s references to the satisfaction of the State. Nothing herein shall prevent the State from using other means to determine Bidder’s responsibility.

## 12 CONTRACT MONITORING

Contractor(s) performance under this Contract(s) will be monitored and measured to ensure adequate performance and provision of services. This monitoring will occur by using the performance metrics outlined below. These Metrics will be measured on a weekly, monthly, or quarterly basis by Ordering Agencies staff. Individual Ordering Agencies reserve the right to modify this schedule based upon the needs of the State and the performance of the Contract.

**12.1.** The State will monitor the Contract utilizing anyone (1) or more of the following methods:

- 12.1.1. In-person or telephonic meeting to discuss performance of the Contract;
- 12.1.2. Survey of the Contractor and Agencies;
- 12.1.3. Additional reports submitted from the Contractor; or
- 12.1.4. Any other means the State chooses to employ to accurately monitor the Contract.

### 12.2. Performance Metrics

**12.2.1. Metric Description:** Nature and Scope of work to be performed (**Attachment 3**) – worker orientation

**Required Level of Expectation:** 100%

**Method of Monitoring:** Question temporary staff sent to perform work to ensure they are informed about the job description, hours and days of the week expected to work, health & hygiene policies, hourly wage, workplace safety, personal protective equipment (PPE) requirements.

**Strategy for Correcting Non-Compliance:** Ordering Agencies will document deficiencies and notify the Contractor in writing if they do not meet the Required Level of Expectation. Ordering Agencies may meet with the Contractor to discuss the issues and potential resolutions. The Contractor will have ten (10) business days after receipt of the written notification to submit a written response to the Agency identifying how they will correct the findings. The Agency may also require the Contractor to submit a Corrective Action Plan which meets the Ordering Agency's approval. The Corrective Action Plan must be submitted within ten (10) business days after the Contractor has been notified in writing of the findings. Continued non-compliance may result in additional remedies outlined in **Section 13 Remedies**, up to and including termination of the Contract.

**12.2.2. Metric Description:** Billing Procedure (**Section 8**) – Invoice accuracy

**Required Level of Expectation:** 100%

**Method of Monitoring:** Frequent review of invoices submitted by Contractor for individual Ordering Agencies. Mark up rate, temporary staff name, location worked, days and hours worked.

**Strategy for Correcting Non-Compliance:** Ordering Agencies will document deficiencies and notify the Contractor in writing if they do not meet the Required Level of Expectation. The Agency may meet with the Contractor to discuss the issues and potential resolutions. The Contractor will have ten (10) business days after receipt of the written notification to submit a written response to the Agency identifying how they will correct the findings. Ordering Agencies may also require the Contractor to submit a Corrective Action Plan which meets the Ordering Agency's approval. The Corrective Action Plan must be submitted within ten (10) business days after the Contractor has been notified in writing of the findings. Continued non-compliance may result in additional remedies outlined in **Section 13 Remedies**, up to and including termination of the Contract.

### **13 REMEDIES**

If at any time the service fails to meet Contractual standards, the State may, at its sole discretion, require any of the following remedial actions, taking into account the nature of the deficiency:

- 13.1.** Require the Contractor to develop corrective actions plans and take corrective action to bring the service into compliance with Contractual standards, subject to DOP approval and oversight;
- 13.2.** Accelerate monitoring of Contractor performance by the State or its designee;
- 13.3.** Require additional or ad hoc reporting by the Contractor at no cost to the State, that addresses performance issues;
- 13.4.** Withhold payment to the Contractor, in whole or in part, to the extent the Contractor fails to perform its obligations set forth in the Contract;
- 13.5.** Terminate the Contract with a thirty (30) day notice.

### **14 SUBCONTRACTORS**

Bidders must list any subcontractors and describe the extent to which subcontractors will be used to comply with contract requirements. Contractors must ensure that all subcontractors and their employees meet all requirements of the Contract. If the Bidder utilizes any entity other than the entity submitting the bid to provide any of the services required by this bid, the relationship between the two (2) entities is considered that of a contractor subcontractor for the purpose of this section, regardless of whether a relationship is based on an actual written contract between the two (2).

### **15 INSURANCE REQUIREMENTS**

Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor will keep in force all required insurance until the Contract is terminated.

- 15.1** Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

- 15.1.1** CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent

contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**15.2** Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

**15.2.1** Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder or offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

**15.3** Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

**15.3.1** Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

**15.4** State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

**15.4.1** The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

**15.4.2** If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

**15.5** Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), Contractor must provide written notice within thirty (30) days be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

**15.6** Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

**15.7** Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

**15.8** Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

## **16 RECORDS MAINTENANCE**

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

## **17 AUDIT RIGHTS**

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

ITB Event 546 Statewide Temporary Staffing Services  
**ATTACHMENT 1-BIDDER QUESTIONS**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to a State Term or Condition or a Special Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

ITB Event 546 Statewide Temporary Staffing Services

	ITB Section	ITB Page	Question	Response
1				
2				
3				
4				
5				
6				
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**ATTACHMENT 2-BID SCHEDULE**  
**ITB EVENT 546 STATEWIDE TEMPORARY STAFFING SERVICES**

**Attachment 2, Bid Schedule must be completed and submitted with your bid.** The bidder must provide a fully burdened markup rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. Bidder must complete the following by submitting a Fully Burdened Mark-Up Rate Bid for the **Mandatory Use Position Classifications (Section 11, Attachment 3)** for any of the individual regions or for all six (6) Districts:

**MANDATORY USE POSITION CLASSIFICATION: ADMINISTRATIVE SUPPORT**

	<b>Region # 1</b>
Mark-Up Rate = %	
	<b>Region # 2</b>
Mark-Up Rate = %	
	<b>Region # 3</b>
Mark-Up Rate = %	
	<b>Region # 4</b>
Mark-Up Rate = %	
	<b>Region # 5</b>
Mark-Up Rate = %	
	<b>Region # 6</b>
Mark-Up Rate = %	

**OPTIONAL USE POSITION CLASSIFICATION:**

Please provide your Mark-up Rate Percentage for the following **Optional Use Position Classifications (Section 12, Attachment 3)**:

<b>Commercial/Industrial Worker Positions</b>	
	<b>Region # 1</b>
Mark-Up Rate = %	
	<b>Region # 2</b>
Mark-Up Rate = %	
	<b>Region # 3</b>
Mark-Up Rate = %	

	<b>Region # 4</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 5</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 6</b>
<b>Mark-Up Rate = %</b>	

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<b>Healthcare Staffing Service Positions</b>	
	<b>Region # 1</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 2</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 3</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 4</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 5</b>
<b>Mark-Up Rate = %</b>	

	<b>Region # 6</b>
<b>Mark-Up Rate = %</b>	

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<b>Professional Services Positions:</b>	
	<b>Region # 1</b>
<b>Mark-Up Rate = %</b>	
	<b>Region # 2</b>
<b>Mark-Up Rate = %</b>	
	<b>Region # 3</b>
<b>Mark-Up Rate = %</b>	
	<b>Region # 4</b>
<b>Mark-Up Rate = %</b>	
	<b>Region # 5</b>
<b>Mark-Up Rate = %</b>	
	<b>Region # 6</b>
<b>Mark-Up Rate = %</b>	

Company Name of Bidder: \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**ATTACHMENT 3 – SPECIFICATIONS**  
**ITB EVENT 546 STATEWIDE TEMPORARY STAFFING SERVICES**

Awarded Contractor(s) must be independent contractors and not employees of the State or Participating Public Agencies (See Section 1.1 above). The Contractor's staff, including temporary assigned temporary staff, are not considered employees of the State or Participating Entities. These services are as needed and upon request from State agencies and political subdivisions. Contractor(s) must be responsible for hiring, firing, taxes, workers' compensation, benefits, etc., for the temporary staffs who are not employees of the individual participating entities. Temporary staff will not be provided employee benefits from the State Agencies or political subdivisions. The State will not guarantee any minimum level of usage for any resulting contract(s) under this ITB.

These specifications are the minimum mandatory specifications that your Bid must meet in order for the State to consider your Bid for award.

**1. Temporary Staffing Services General Requirements**

The Contractor must make every effort to provide State of Idaho agencies and political subdivisions (Ordering Agencies) with temporary staff who are seeking placement for the length of time specified in each request. Ordering Agencies will not always know the length of time needed for certain positions, and therefore, reserves the right to request temporary staff for a minimum amount of time and to request additional temporary staff to relieve currently working temporary staff to prevent the occurrence of overtime. Ordering Agencies must approve of all overtime hours for each individual temporary staff on a case-by-case basis prior to the occurrence of overtime. Ordering Agencies also reserve the right to give the Contractor blanket approval for overtime allowed on specific projects, specific work locations or specific temporary staff for a specified period of time.

- 1.1.** The State and Ordering Agencies require temporary staff on an "as needed" basis for the duration of this Contract.
- 1.2.** All temporarily assigned temporary staff will be appropriately dressed for the assignment and must maintain a professional demeanor. Dress code policy is established by the Ordering Agency. Temporary staff must dress according to the requirements of the Ordering Agency requesting the assignment. Any required specific attire will not be provided by or reimbursed unless specified by the Ordering Agency.
- 1.3.** Temporarily assigned staff 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.
- 1.4.** The Ordering Agency reserves the right to reduce the length of the temporary assignment and will provide the Contractor with as much notification as possible.
- 1.5.** Qualifications, knowledge, skills, and abilities required of temporary staff must meet the minimum requirements for each position as outlined in Attachment 3 - Specifications. The temporary staff must have the ability to work on an "as needed" basis, including overtime and on holidays when required, from one (1) up to seven (7) days per week, as defined in each individual Agency request.
- 1.6.** The State will require temporary staff on an "as needed" basis for the duration of this Contract.
- 1.7.** Temporary staff may be hired as an employee of the Ordering Agency if, the Ordering Agencies and Contractor's hiring processes have been complied with and if the temporary staff elects to accept employment with the Ordering Agency. Such occurrence will create no further obligation (financial or otherwise) on the part of the Ordering Agency. The Contractor must have a procedure for transitioning temporary staff to an Ordering Agency's permanent employee in the event the Ordering Agency desires to hire the temporary staff placement.

- 1.8. The Ordering Agency will not be responsible for the Contractor's temporary staff who voluntarily leave the Contractor's employment or engages in employment with another company.
- 1.9. Ordering Agencies have the right to refer qualified potential applicants to the Contractor(s) for screening and assignment to fulfill the Ordering Agency's needs.
- 1.10. Ordering Agencies maintain the right to interview all temporary staff referred by the Contractor(s) and to reject any applicant not deemed suitable for the current position.
- 1.11. Contractor must have the ability to provide temporary staff to Agencies throughout the Region they are awarded. Bidders can choose to bid on all six (6) Regions or on individual Region(s) as identified below and further detailed in APPENDIX 2 – Statewide Region Map, as follows:

**1.11.1. Region # 1**

This Region consists of Benewah, Bonner, Boundary, Kootenai, and Shoshone Counties.

**1.11.2. Region # 2**

This Region consists of Clearwater, Latah, Lewis, Nez Pierce, and Idaho Counties.

**1.11.3. Region # 3**

This Region consists of Ada, Adams, Canyon, Elmore, Gem, Owyhee, Payette, Valley, and Washington Counties.

**1.11.4. Region # 4**

This Region consists of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls Counties.

**1.11.5. Region # 5**

This Region consists of Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, and Power Counties.

**1.11.6. Region # 6**

This Region consists of Bonneville, Butte, Clark, Custer, Freemont, Jefferson, Lemhi, Madison, and Teton Counties.

- 1.12. Request's for temporary staffing fulfillment may be in the form of e-mail, facsimile, or telephone call from the Ordering Agency. The Contractor must follow the Ordering Agencies order placement processes.

***Provide a statement affirming your understanding of and ability and willingness to meet the General Requirement in Sections 1.1 – 1.12***

**2. Contractor's Responsibilities**

The Contractor(s) must:

- 2.1. Obtain the information as described in Attachment 3 and any other information necessary to determine what job category satisfies each service request.
- 2.2. Follow individual Ordering Agencies required fulfillment timeframes, which will be provided by the Ordering Agency.
- 2.3. Confirm with the Ordering Agency the arrival of its temporary staff by telephone within thirty (30) minutes after scheduled arrival time.
- 2.4. Communicate with its temporary staff the Ordering Agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.

- 2.5.** Validate that persons holding positions requiring the use of personal vehicles have a valid driver's license and automobile insurance as required by law. Ordering Agencies reserve the right to require documentation from the Contractor that this has been verified.
- 2.6.** Maintain a pool of tested, qualified, and available temporary staff in order to ensure adequate and timely staffing, available to Ordering Agencies upon notification, including at times an "as soon as possible" timeframe.
- 2.7.** Not place temporary staff outside of applicable job classification. Periodic checks of requests and assignments will be performed by the Ordering Agency to ensure this does not occur.
- 2.8.** Conduct periodic quality assurance checks with the Ordering Agency's point of contact to verify the Ordering Agency's requirements are being fulfilled by the temporary staff. At a minimum, these checks must be completed at the end of the first week of any assignment. Ordering Agencies may request quality assurance checks at any interval during the term of the temporary staff's placement.
- 2.9.** Ensure temporary staff agree to be bound by the State security regulations, policies, and standards as required by the Ordering Agency (e.g., Department of Corrections). This will vary based on the individual Ordering Agency's requirements.
- 2.10.** Ensure the hours worked by temporary staff are tracked and recorded on a project log. Ordering Agencies may choose to provide an agency specific project log. This project log will be signed off on by a supervisor. Ordering Agencies are not responsible for collecting or submitting these forms back to the Contractor(s). Ordering Agencies will use the supervisor approved project log for verification of hours billed on each invoice.
- 2.11.** Collect personal vehicle mileage logs from positions that require the use of personal vehicles and reimburse the persons at the State Mileage Reimbursement Rate (See Section 6.5 Below) established by the State of Idaho Board of Examiners. The Contractor(s) will be allowed to pass along these mileage costs to Ordering Agencies; however, the Contractor(s) must not be allowed to charge a mark-up rate on mileage reimbursements. The Contractor(s) must track, record and invoice temporary staff mileage reimbursements separately. Contractor(s) must submit copies of the mileage logs in accordance with Ordering Agencies invoicing requirements to validate amounts invoiced.
- 2.12.** Provide temporary staff with an accident protocol including emergency Contractor contact information. The Contractor may provide Ordering Agencies with the temporary staff accident protocol for posting at work sites or to have on file.
- 2.13.** The Ordering Agency may require assurance that all temporary staff provided to their Agency under this Contract are drug free and may require the Contractor(s) to complete a Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace, before use of the Contract.
- 2.14.** Be available to Ordering Agencies between the hours of 8:00 AM and 5:00 PM MST, Monday thru Friday. The Contractor(s) must also provide a 24/7 emergency number that is available to Ordering Agencies outside of the regular hours for emergency staffing requests.

- 2.15.** Prohibit temporary staff who have conflicts of interest from performing certain services under this Contract. For purposes of this Contract, a conflict of interest is (a) the performance of direct supervisory or lead duties at an establishment where a close relative is employed; the temporary staff person or a close relative has a financial interest (this does not include holdings in a widely held mutual fund or regulated investment company that does not specialize in a particular commodity, and has no managerial control or directorship that is exercised by the employee); or the temporary staff person's interest or relationships with temporary staff or organizations might appear to be in conflict with his or her duties under the Contract; and/or (b) as defined by Idaho Code Section 74-403(4). Temporary staff must disclose real or potential conflicts to the Contractor during the hiring process or immediately upon recognizing a real or potential conflict. The Contractor must then provide to the Ordering Agency's Human Resources contact all disclosed real or potential conflicts. The Agency will make all final determinations as to the presence or absence of prohibited conflicts of interest for the purpose of fulfilling the services anticipated under this Contract.  
<https://legislature.idaho.gov/statutesrules/idstat/title74/t74ch4/sect74-403/>
- 2.16.** Ensure all communication and approval regarding the Contractual terms of this Contract will go solely through the point of contact designated by the Ordering Agency. The Ordering Agency will provide a main point of contact to the Contractor(s) at time of order placement.
- 2.17.** The Contractor must provide at least one (1) Point of Contact for Temporary Staffing order placement for the Contract. If the Contractor provides more than one (1) Point of contact, each must be assigned to specific Agencies or Areas of the State. The Contractor must provide a written list of their Point of Contacts to DOP within fifteen (15) business days of the Service Start Date of the Contract, including name(s), contact information, and assigned Agencies or Areas, and must provide timely updates to DOP throughout the Contract term in the event the Point of Contact (or contact information) change.

***Provide a statement affirming your understanding of and ability and willingness to meet the requirements of each Contractor Responsibility in Sections 2.1 – 2.16***

### **3. Ordering Agency's Responsibilities**

- 3.1.** Prior to contacting the Awarded Contractor(s), the Ordering Agency is responsible to define details of the request to include, but not be limited to:
- 3.2.** Number of temporary staff needed;
- 3.3.** Job duties;
- 3.4.** Equipment to be used;
- 3.5.** Knowledge, skills and education and/or experience;
- 3.6.** Computer software to be used;
- 3.7.** Hours of work;
- 3.8.** Expected length of assignment;
- 3.9.** Job related attire;
- 3.10.** Position location;
- 3.11.** Procuring Agency contact person; and
- 3.12.** Other pertinent job-related information.
- 3.13.** Depending on the amount of detail required, it is recommended the Ordering Agency submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.

- 3.14. Each Ordering Agency will provide a listing of position classifications to the Awarded Contractor(s); however, the listing is not meant to be all-inclusive. Individual Ordering Agencies may request other temporary positions by way of providing the Awarded Contractor(s) with the employee pay rate, position classification/title and description of duties.

#### **4. Work Hours**

- 4.1. The exact work hours for temporary staff will be determined by the Ordering Agency. Generally, work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State of Idaho observed holidays. <https://www.idaho.gov/government/state-holidays/>
- 4.2. Temporarily assigned temporary staff will not be paid for their lunch hour.
- 4.3. Agencies have the right to request temporarily assigned temporary staff for holiday, evening/night, weekend or shift work.
- 4.4. Work hours may vary by Ordering Agency and by job duty.
- 4.5. The Ordering Agency 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 Ordering Agency. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Contractor agrees to issue a credit invoice to the Ordering Agency for the total charges from the point the Ordering Agency notifies the Contractor to request a replacement.
- 4.6. The Contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the Ordering Agency has the option to contact a different Awarded Contractor for the service.
- 4.7. The Ordering Agency must be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Ordering Agency's requirements.

#### **5. Travel**

- 5.1. In the event a temporary staff's duties require travel, the reimbursable travel costs will be reimbursed in accordance with the applicable Idaho Board of Examiners Travel Policies and rates upon submission of a detailed account of travel expenses and supporting documentation. Markup rates must not be added to travel costs. <https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>
- 5.2. Travel authorizations must be given before travel occurs per Ordering Agency's internal policies.
- 5.3. Travel expenses submitted for reimbursement must follow Ordering Agency's internal policies.
- 5.4. The temporary staff and the Ordering Agency's contact person must sign the travel expense form.
- 5.5. The form must be submitted with the Contractor's invoice for services with the travel expense as a separate line item on the invoice in order to be reimbursed by the Ordering Agency.
- 5.6. The type of position requiring travel will vary based on the individual Ordering Agency's requirements.

#### **6. Placement**

- 6.1. Agencies may refer temporary staff to be hired to the Contractor to sign up to perform specific services needed or may request the Contractor to recruit and provide the temporary staff. The Ordering Agency will not pay a placement or conversion fee for temporary staff who are a direct referral from the Ordering Agency.
- 6.2. The Ordering Agency reserves the right to interview the temporary staff to determine their qualifications for the required position (but this does not negate the Contractor's responsibility of qualifying temporary staff(s)).
- 6.3. The Ordering Agency may reject and/or remove any temporary staff who does not meet the requested experience or is deficient in the performance of the assignment.

- 6.4. Ordering Agencies may select Contractor(s) within their geographic region based on the preference of the Ordering Agency.
- 6.5. Multiple Contractors may be contacted to fill the same position.

***Provide a statement affirming your understanding of and ability and willingness to meet the requirements of Sections 6.1-6.5***

## **7. Background Checks**

The Contractor(s) must conduct background and reference checks on potential temporary staff prior to any assignments and must be prepared to conduct more extensive background investigations when required by the Ordering Agency. Contractor(s) must send notification to the Ordering Agencies 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 temporary staff and may jeopardize future placements by offending Contractors'.

- 7.1. Some Ordering Agencies, such as Disability Determination Services (DDS), may have stricter requirements and some temporary staff will be required to pass a federal background check and to become Homeland Security Presidential Directive 12 (HSPD-12) certified. The Contractor(s) must be able to provide such requirements when required by the Ordering Agency.
- 7.2. The costs of the background checks must be included in the fully burdened Mark-Up Rate by Region. At a minimum, criminal and driving record background checks must be analyzed by the Contractor(s) in accordance with applicable laws and guidance. At a minimum, the background check information must contain the same information from iCourt and the Idaho Supreme Court Data Repository for criminal records and the Idaho Transportation Department's Driver License Record Search for driving records, or the equivalent for each state. All convictions and pending charges found to have occurred in the previous seven (7) years must be communicated to the Ordering Agency's Human Resource staff in writing for analysis and approval prior to placing temporary staff. Ordering Agencies will provide the contact information for their Human Resources point of Contact.
- 7.3. The State agrees to keep all background check results strictly confidential and will only use such results in accordance with applicable laws and solely for employment purposes.

***Provide a statement affirming your understanding of and ability and willingness to meet Ordering Agencies requirements for background checks in Sections 7-7.3***

## **8. Termination**

If the Contractor fails to deliver, or fails to deliver on time, or if there is a discrepancy in the quality and/or quantity of contract personnel received, or a default on any other provisions in the Contract, Ordering Agencies shall notify the Contractor. In the event of an unsatisfactory response from the Contractor, Ordering Agencies may contact DOP to provide contract management.

- 8.1. DOP will verify the discrepancy, note the same in the Contract file, and take the appropriate action. If the condition is not timely cured, DOP shall have the discretion to do any and all of the following:
  - 8.1.1. Further monitor performance
  - 8.1.2. Modify or terminate the Contract
  - 8.1.3. Pursue legal remedies a

## **9. Contract Kick-Off Meeting**

The awarded Contractor(s) must attend the Contract Kick-Off meeting. The meeting will be held after the Contract Award.

## **10. Mandatory Use Position Classifications**

The Contractor must provide temporary staffing services as required and authorized by Ordering Agencies. The Contractor must provide temporary staff possessing the appropriate qualifications, knowledge, skills and abilities to provide professional temporary staffing services in each of the Administrative Support categories listed below. Training for job specific duties may be provided by Ordering Agencies at the discretion of the individual Ordering Agency. The following is a list of anticipated staffing requirements, but other similar classifications may be added during the Contract term and some positions may be cross-trained to better utilize time.

## **11. ADMINISTRATIVE SUPPORT**

Classifications in this occupational group perform clerical and administrative work primarily concerned with the preparation, coding, transcription, systematization, preservation, and distribution of documents and records; storage and distribution of materials, and supplies; operation of equipment to produce and duplicate written documents and audio/visual aids; operation of equipment to facilitate communications; collection of fees and debts; and sales transactions. The work involves various degrees of interpretation and application of instructions and guidelines where the primary emphasis is on processing of information, operating equipment to produce data and documents or to facilitate communication, or coordinating office activities, practices, and procedures.

- 11.1. Office Clerk** – Performs basic office/clerical tasks, which can be easily learned on the job and do not require prior training. Close supervision is provided and little or no discretion or independence of action is allowed in the performance of assigned tasks. Work is repetitive in nature and well defined by guidelines and established procedures.
- 11.2. Office Specialist 1** – Performs routine office support duties which require knowledge of office policies and procedures; performs related work of recurring tasks following established guidelines and procedures involving clerical, word processing, or postal work and operate some basic office equipment, including photocopier, fax machine, etc.
- 11.3. Office Specialist 2** – Provides a variety of office support or secretarial functions involving: clerical, secretarial, or word processing work, more complex computer operation, may perform office support or secretarial duties such as composing correspondence; creating, reviewing, and processing documents and records; identifying and correcting errors and omissions on documents received from staff, States and/or public; and maintaining records. They may schedule appointments or services and make meeting and travel arrangements.
- 11.4. Technical Records Specialist 1** – Provides a variety of high-level program support functions; reviews and processes documents; determines and explains compliance with laws, rules, regulations and policies and takes appropriate action; maintains a manual or computerized records system; performs related work.
- 11.5. Technical Records Specialist 2** – Provides technical support for programs and organizational activities to convey information, determine compliance, and resolve controversial situations; acts as a resident expert in the implementation and maintenance of technical program guidelines; performs related work.

- 11.6. Financial Technician** – Process and record vendor invoices and payments through the Statewide Accounting System, reconcile P-Card transactions, review and process travel reimbursement, excellent customer service to internal and external customers, research financial transactions and statements to provide resolution to stakeholders, manage, distribute, and organize accounts payable communication channels, and review, complete, and process financial documents to ensure compliance with laws, regulations, and policies for recommended approval.
- 11.7. Administrative Assistant 1** – Performs a wide variety of secretarial support functions; apply detailed program knowledge in developing and/or maintaining program records systems and/or in collecting information, preparing reports and providing liaison between management, other organizational units, and external customers; performs related work.
- 11.8. Administrative Assistant 2** – Performs complex secretarial, office administration, and public relations assignments; expected to handle highly sensitive, confidential, and/or political issues. They are also responsible for the coordination of administrative office functions, committees, and special projects.
- 11.9. Records Clerk** – Performs basic clerical tasks. Files and retrieves documents according to an established filing system. Ensures proper color-coding on file jackets, prints out searches, and verifies authority to receive information according to law. Operates standard office equipment and completes general office work. May sort and distribute incoming mail. May be required to move, lift or carry record boxes. Requires experience using an office computer and the ability to bend, stoop, and move objects weighing up to thirty five (35) pounds.
- 11.10. Secretary/Reception** – Performs skilled to complex work requiring typing skills and routine administrative and technical work. Composes routine correspondence, acts as a receptionist, answers incoming calls, and maintains mailing lists and files. Reviews and processing documents and records; identifying and correcting errors and omissions on documents. They may schedule appointments or make meeting arrangements. Requires experience in clerical work and may require a typing speed of up to 55 wpm with a low error rate (keyboarding score may be lower). Also requires experience answering a business telephone using knowledge of business telephone procedures and etiquette.
- 11.11. Customer Service Representative** – Duties may include answering phones, screening and channeling calls and taking messages; scheduling appointments for staff members; producing labels, forms and routine letters; composing and signing routine correspondence; receiving money, making change and issuing receipts, verifying completeness of applications and forms; maintaining record keeping systems by adding deleting, or updating information; compiling data and preparing reports. Experience in tasks such as questioning customers to obtain detailed information in a business setting; explaining policies, procedures, or rules; independently handling complaints and upset individuals in a business setting; answering a business telephone using knowledge of business telephone procedures and etiquette; reviewing documents and records for accuracy and completeness; accessing data using a computerized records system.

***Provide a statement affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 11.1 - 11.11***

## **12. Optional Use Position Classifications**

The following Sections are Specialty Positions Agencies have the option to utilize. These Position Classifications are Optional Use for Agencies to utilize. The following is a list of anticipated staffing requirements, but other similar classifications may be added during the Contract term and some positions may be cross-trained to better utilize time.

### **12.1. COMMERCIAL/INDUSTRIAL WORKER POSTITIONS**

- 12.1.1. Custodial** - Personnel that are physically able to perform duties associated with commercial cleaning including but not be limited to: offices, classrooms and common areas. Available to work Dawn/Day/Evening/Swing shift schedules as assigned. Special projects such as moving staff office furniture, setting up rooms for conferences, meetings and presentations. Delivery, moving, set up and, stacking and central storing of heavy items, i.e. chairs, tables and, bleachers. Changing of light bulbs, Cleaning floors (emergency basis), Checking restrooms, Completing appropriate housekeeping, General housekeeping/custodial services (rest room cleaning, light bulb replacement, restroom sanitizing. Other forms of custodial cleaning, i.e. walls, floors, wastebaskets, classrooms, halls, furniture, window cleaning, carpet care, and trash disposal. Operation industrial type cleaning equipment (high speed buffer and vacuum cleaners). Cleaning restrooms, bath facilities, locker rooms, swimming pools and similar facilities. Repairing equipment and related devices.
- 12.1.2. Maintenance/Laborer** - Personnel must be physically able to perform the below duties including but not be limited to: Perform light and medium maintenance, moves of furniture and equipment, Repetitive lifting and carrying items up to 60.lbs, Standing & walking for an eight-hour shift, Bending, stooping, climbing stairs and ladders, and Operating lifts. Must be available to work Dawn/Day/Evening/Swing shift schedules as assigned.
- 12.1.3. Janitorial/Housekeeping Positions** -All services in the specifications shall include all areas in the buildings, unless specifically noted otherwise. General job duties are: trash pickup, recycle collection & sorting as directed, Stands blow down, spill & stain removal, trash pickup (suites, seating, and common areas), trash bagged & removed to designated dumpsters, recycle collection & sorting as directed, vacuum carpet, spot removal on carpet, clean restrooms, and snow removal (must be capable of performing cleaning operations in foul weather conditions).
- 12.1.4. Handyman** – This position requires lifting and carrying items weighing approximately ninety (90) pounds, and may include bending, stooping, shoveling, and climbing ladders. Work may be required in indoors or outside environments. May work in all weather conditions and move in and around confined spaces. These positions are maintenance oriented.
- 12.1.5. Warehouse/Shipping and Receiving** – Receiving, unpacking and storing goods, organization of stock and maintaining inventory, quality checks, safe activities in the warehouse, communicating with internal and external customers, operating and maintaining warehouse vehicles and equipment, proper lifting of inventory that may exceed fifty (50) pounds, and compliance with all state and federal procedures, rules and regulations.

## 12.2. HEALTHCARE STAFFING SERVICE POSITIONS

- 12.2.1. Program Specialist** - Staff person will research, develop and interpret rules, policies and procedures; make recommendations for program design and improvement; performs related work.
- 12.2.2. Professional Services** - Staff persons are responsible for the coordination and delivery of specific professional services, projects, and/or program development. Staff persons function with considerable independence. These positions independently coordinate activities requiring complex arrangements, develop processes, conduct research, analyze problems and create solutions on own initiative or from general instructions. Incumbents have specific professional skills and use these to interpret, apply and explain complex information such as regulations, policies or services.
- 12.2.3. Professional Project Coordinator** - Conduct research and analysis into needed programs to serve the needs of clients; analyze existing programs to evaluate effectiveness and appropriateness in meeting needs; provide technical assistance and training on program assessment and implementation of best practices; provide leadership to enhance local level partnerships in service planning, development, and delivery; identify and provide for continuing needs relevant to service planning, development, and delivery; serve as liaison between agency and client groups.
- 12.2.4. Health And Safety Specialist** - Conduct audits of health facilities including healthcare and food safety; investigate provision of services including complaints of unsafe conditions, resident rights violations and inadequate care; recommend enforcement actions; take immediate action as necessary to eliminate hazards; review federal and state regulations to ensure program consistency; investigate incidents and accidents to identify potential non-compliance and recommend corrective action; review incident reports to identify problem areas and incident trends; monitor progress and effectiveness of remedial and corrective measures; prepare inspection and program reports; review facility policies, procedures and corrective action plans; provide technical assistance to facilities on compliance and best practices; confer with and advise facility staff on quality of care, resident rights and safety issues; develop and deliver training courses and classes; prepare and distributes training materials. The applicant must complete the Ordering Agencies application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06 <https://adminrules.idaho.gov/rules/2001/16/0506.pdf>).
- 12.2.5. Health Facility Surveyor** - Requires a registered nurse. Inspect health care facilities for compliance with Medicare, Medicaid, and State Licensure requirements; conduct health facility fire/life safety surveys across multiple programs; consult with health care providers regarding compliance with related laws and standards; investigate complaints; performs related work. May travel extensively throughout the state and may be gone 50% or more of their work time, including overnight stays. Compliance reviews may create adversarial situations with health care providers.

The Registered Nurse must be licensed as a Professional Registered Nurse in Idaho as defined by Idaho Code 54-1408 <https://legislature.idaho.gov/statutesrules/idstat/title54/t54ch14/sect54-1408/> and must complete Ordering Agency's application process for a Criminal History and Background Check and receive clearance within twenty-one (21) days from date of job placement with Ordering Agencies. Refer to IDAPA 16.05.06.

- 12.2.6. Client Services Technician** - Instructs clients' in homemaking, daily living and job attainment skills. Monitors client follow-through and achievement of goals and agreements; ensures client access to services; take progress notes; participates in interdisciplinary team meetings; may serve as client advocate in meetings and with service providers; may act as a role model and monitor family and child visits and report observations; may provide child care in emergency situations; teaches skills such as money/budgeting, parenting, personal hygiene, and social skills. This position involves the ability to lift and carry items weighing approximately fifty (50) pounds and to perform physical work such as moving furniture and setting up and dismantling rehabilitative equipment. Staff persons may be required to be trained in Cardiopulmonary Resuscitation (CPR) and first aid.
- 12.2.7. Certified Nursing Assistant** - Performs personal nursing care for elderly patients; performs related work. This work involves assisting in lifting and transferring impaired adult patients. Prior to hire applicants are required to have completed competency testing and be eligible for placement on the Idaho State Nurse Aide Registry. The applicant must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).
- 12.2.8. Certified Nursing Assistant, Senior** - Provides orientation and leadwork to Nursing Assistants; trains patients and families in personal care procedures; performs personal nursing care for geriatric patients; performs related work. This work involves assisting with lifting and transferring impaired adult patients. Prior to hire applicants are required to have completed competency testing and be eligible for placement on the Idaho State Nurse Aide Registry. The applicant must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).
- 12.2.9. Licensed Practical Nurse** - Performs practical nursing care or assists a registered nurse or physician in routine to complex situations in clinics, private homes, state institutions, or other environments; performs related work. The Licensed Practical Nurse must be licensed as a Professional Registered Nurse in Idaho or state licensure as a Practical Nurse pursuant to the Nurse Licensure Compact, as defined by Idaho Code 54-1418 (<https://legislature.idaho.gov/statutesrules/idstat/title54/t54ch14/sect54-1418/>), in one of the compact states and must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).

- 12.2.10. Registered Nurse** - Performs professional nursing that may include client assessment, plan development, health education, clinical activities, case management, and provides direct nursing care; performs related work. The Registered Nurse must be licensed as a Professional Registered Nurse in Idaho or state licensure as a Practical Nurse pursuant to the Nurse Licensure Compact, as defined by Idaho Code 54- 1418, in one of the compact states and must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).
- 12.2.11. Registered Nurse, Senior** - Performs lead professional nursing within a specialized program with either a staff or program oversight role; provides liaison with staff and the community; performs related work. The Registered Nurse – Senior must be licensed as a Professional Registered Nurse in Idaho or state licensure as a Practical Nurse pursuant to the Nurse Licensure Compact, as defined by Idaho Code 54-1418, in one of the compact states and must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).
- 12.2.12. Medical Assistant** - Performs basic patient care functions to assist the nursing/clinical staff in a medical clinic with the examination or treatment of patients; performs related work. The applicant must complete the Ordering Agency's application process for a Criminal History and Background Check and receive a clearance within twenty-one (21) days from date of job placement with the Ordering Agency. (Refer to IDAPA 16.05.06).

### **12.3. Professional Services Positions:**

- 12.3.1. Training Specialist** - May research and conduct need assessments to identify training needs, determine training objectives, develop classroom or online training content, prepare course outlines and lesson plans, present classroom training, evaluate classroom training, and/or coordinate training by other temporary staff. Development of classroom or online training is often collaborative with stakeholders and/or subject matter experts and may require knowledge of specific software programs such as Lectora or Camtasia or technical expertise with video production.

***Provide a statement affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 12.1 - 12.3***

**APPENDIX 1 – TERMS AND CONDITIONS**  
ITB Event 546 Statewide Temporary Staffing Services

- 1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.
  - 1.1.** Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.
  - 1.2.** Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.
  - 1.3.** Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.
  - 1.4.** Contractor – A Vendor who has been awarded a Contract.
  - 1.5.** Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.
  - 1.6.** Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.
  - 1.7.** Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.
  - 1.8.** Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.
  - 1.9.** State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.
  - 1.10.** Vendor – A person or entity capable of supplying Property to the State.
- 2. TERMINATION:** The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- 3. RENEWAL OPTIONS:** Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.
- 4. PRICES:** Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.
- 5. ADMINISTRATIVE FEE:**

## **5.1. Application of Administrative Fee:**

**5.1.1.** All Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the SBPO is exempt), as follows:

**5.1.1.1.** The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.

**5.1.1.2.** Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), utilizing the State's Summary Usage Report Form.

**5.1.1.3.** Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due: 1st Quarter	July 1 - Sept 30	Due: October 31st
2nd Quarter	Oct 1 - Dec 31	Due: January 31st
3rd Quarter	Jan 1 - Mar 31	Due: April 30th
4th Quarter	Apr 1 - Jun 30	Due: July 31st

**5.1.2.** Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

**5.1.3.** A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

## **5.2. Administrative Fee Exemptions:**

**5.2.1.** Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.

**5.2.2.** The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).

**5.2.3.** The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.

**5.2.4.** The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

### **5.3. Payment of Administrative Fee:**

**5.3.1.** Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

**5.3.1.1.** SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.1.1.3, above.

**5.4.** Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

**5.5.** Failure to Remit Administrative Fees: If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

- 6.** CHANGES/MODIFICATIONS: Changes of specifications or modification of the Contract in any particular manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.
- 7.** CONFORMING PROPERTY: The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.
- 8.** OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE: In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.
- 9.** CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will

provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

- 10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.
- 11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.
- 12. GENERAL INDEMNIFICATION:**
  - 12.1. Contractor's Indemnification.** Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule during performance or applicable to the performance of the Contract.
  - 12.2. Actions on Tender; Limitations.** Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under the Contract. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final

order issued by a court of competent jurisdiction. If it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State, to the extent funds are legally available therefore, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.C.

- 12.3. Requirements of Defense.** Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).
- 13. CONTRACT NUMBERS:** The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.
- 15. SUBCONTRACTING:** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.
- 16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.
- 17. SHIPPING AND DELIVERY:** Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

**18.1.** When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**18.2.** When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**18.3.** When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

**20. INVOICING:** ALL INVOICES are to be sent directly to the AGENCY TO WHICH THE PROPERTY IS PROVIDED, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

**22. PAYMENT PROCESSING:** Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

**23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with ALL requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor

pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

**24. PATENTS AND COPYRIGHT INDEMNITY:**

**24.1.** Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

**24.2.** Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

**24.3.** Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract. Confidential Information shall not include data or information that:

**25.1.** Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

**25.2.** Becomes generally available to the public other than as a result of disclosure by Contractor; or

**25.3.** Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor- owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

## **28. PUBLIC RECORDS:**

**28.1.** Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as “exempt,” if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

**28.2.** Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor’s failure to designate specific information within the document as exempt. The Contractor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**29. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States’ mail as follows:

For notice to the State, the address, phone and facsimile number are:

State of Idaho Division of Purchasing  
650 W State Street – Room 100  
P.O. Box 83720  
Boise, ID 83720-0075  
(phone) 208-327-7465  
(fax) 208-327-7320

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

**29.1.** For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor’s Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States’ mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

**30. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State’s liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

- 32. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.
- 34. PRIORITY OF DOCUMENTS:** The Contract consists of and precedence is established by the order of the following documents:
- 34.1.** The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
- 34.2.** The Solicitation; and
- 34.3.** Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements.

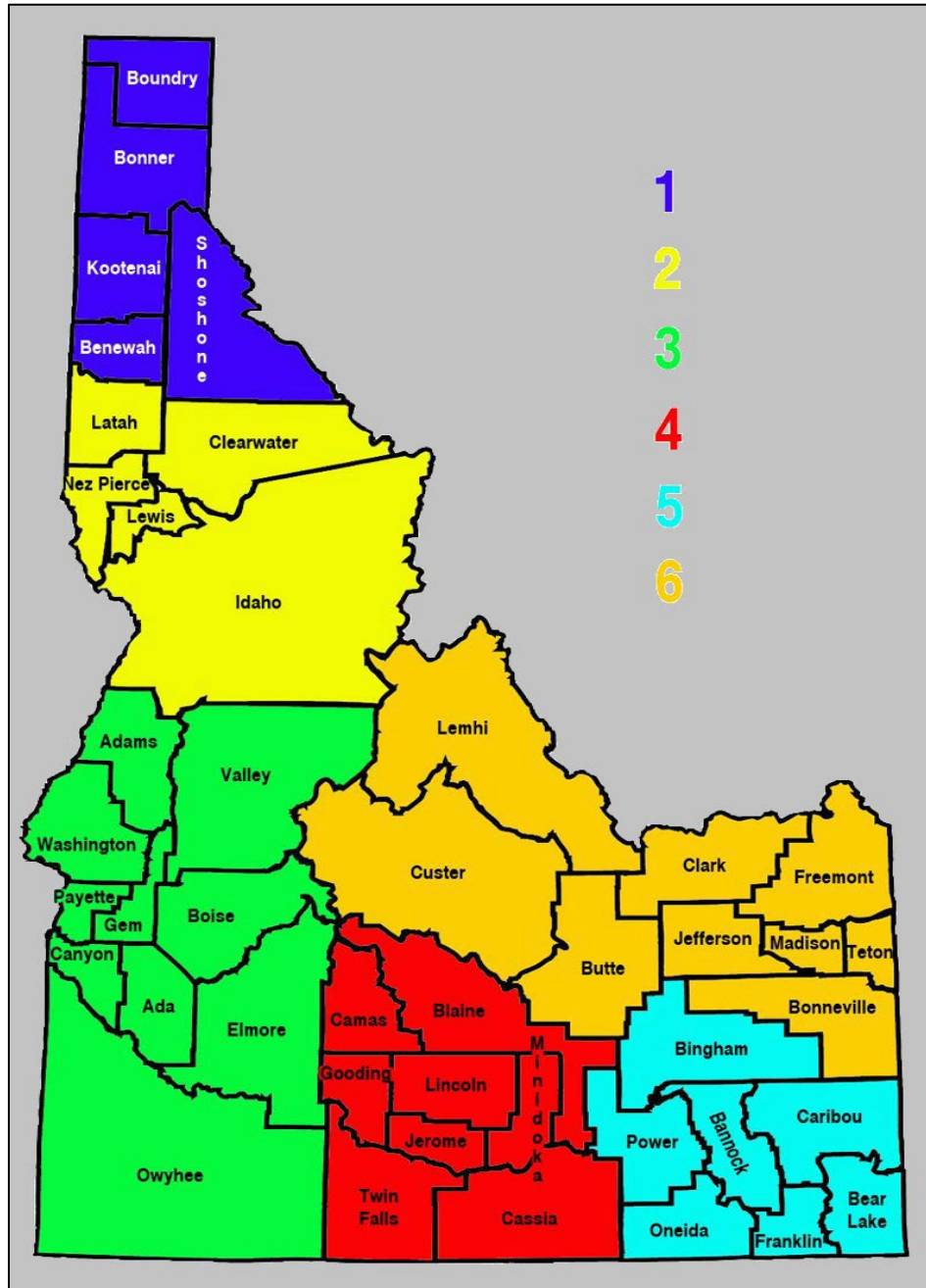
The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

- 35. ENTIRE AGREEMENT:** The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

**36. GOVERNING LAW AND SEVERABILITY:** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.

## APPENDIX 2 – STATEWIDE REGION MAP



**Region 1:** Benewah, Bonner, Boundary, Kootenai, and Shoshone Counties.

**Region 2:** Clearwater, Latah, Lewis, Nez Pierce, and Idaho Counties.

**Region 3:** Ada, Adams, Canyon, Elmore, Gem, Owyhee, Payette, Valley, and Washington Counties.

**Region 4:** Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls Counties.

**Region 5:** Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, and Power Counties.

**Region 6:** Bonneville, Butte, Clark, Custer, Freemont, Jefferson, Lemhi, Madison, Teton Counties.

July 8, 2024

AMENDMENT 1

To: All concerned vendors

RE: ITB Event 546

1. **The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.**
  - a) ITB Event 546 Administrative Document Amended 1 (*Attachment Section*)
  - b) Cover Form (*Questions Section*)
  - c) ITB Event 546 Questions Answered (*Questions Section*)
  - d) Event 546 Modifications (*Questions Section*)
  - e) Questions acknowledging Specifications requirements
  - f) Date extended to July 22, 2024

There are no other changes. If you have already submitted your response to this ITB and this addendum will alter your response, you may submit an updated response.

Thank you for your interest in supplying the needs of the State of Idaho.

## ATTACHMENT 3 – MODIFICATION AND EXCEPTIONS ANSWERED

### ITB Event 546 Statewide Temporary Staffing Services

ITB Section	ITB Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception	Response
7. Conforming Property	The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.		IG requests to have State/Agency provide a written notice of rejection to the non-conforming Services or Work Product. If no letter of rejection is received 14 days after delivery, the Property shall be deemed acceptable.	<i>IG will not be providing on-site operational supervision. The Agency will be exercising a broad general power of supervision and control over the results of the Property. Therefore, IG feels it is fair to limit the time to report a deficiency.</i>	The ITB is for Temporary Staffing Services. No delivery of property appears to be contemplated. A provision requiring a rejection notice would conflict with Contract Monitoring Section 12. Monitoring of Contractor's performance and provision of services is contemplated by Ordering Agencies' staff. This includes performance metrics, written notice provisions

					<p>and procedures for a corrective action plan. A 14 day Acceptance of services is already provided in 18.3.</p> <p>The State declines to make the change.</p>
12.1. General Indemnification	<p>Contractor's Indemnification. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule</p>		<p>IG requests to limit its indemnification obligations to the extent arising out of our (Contractor's) negligent acts or willful omissions.</p>	<p><i>IG will not be providing on-site operational supervision to its employees, which leaves many factors of performance out of our control that could mitigate or exacerbate damages. IG feels it is fair to limit our responsibility to the damage that is directly attributable to us.</i></p>	<p>The State declines to make the change.</p>

	during performance or applicable to the performance of the Contract.				
16. Commodity Status	<p>It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered “new” except as specifically provided in this section. “New” means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that</p>		<p>IG requests to limit the warranty responsibilities to a reperformance of Services cap of forty (40) hours’ worth of replacement Services at IG’s expense.</p>	<p><i>Due to the nature of our Services, IG cannot place a warranty on any Services or resulting Property. It is the responsibility of the using Agency to guide and direct the work performed by Contractor’s employees, therefore, if any deficiencies are apparent, it should be recognized within forty (40) hours.</i></p>	<p>See response to 7. Conforming Property. The ITB warranty language referenced does not contemplate reperformance of services as it mainly addresses goods. The State declines to make the change</p>

	<p>have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer</p>				
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18.3 Acceptance	When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.		IG requests to align the terms of 18.3 with Sections 7 and 16.		See response to 7 and 16 Conforming Property above. No change to 18.3 is necessary. The State declines to make a change.
19. Risk of Loss	Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction		IG requests to remove the carveout of "with the exceptions of latent defects, fraud, and Contractor's warranty obligations."	<i>IG cannot provide an uncapped warranty of Services or resulting Property. IG looks to mitigate this with its 40 hour reperformance offer at IG's expense.</i>	<u>Risk of loss concerns delivery of goods and seems inapplicable to this ITB. See Response to 7 and 16.</u> The State declines to make the change.

	shall not release the Contractor from any obligation under the Contract.				
20. Invoicing	ALL INVOICES are to be sent directly to the AGENCY TO WHICH THE PROPERTY IS PROVIDED, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.		IG requests to establish a weekly invoicing frequency.	<i>IG request for weekly invoicing coincides with weekly timesheet submittal.</i>	Awarded Contractor and agency may agree upon Invoicing expectations. (Ex. Weekly, Bi-Weekly, Monthly)
27. Termination for Fiscal Necessity	The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill		IG requests the waiver of indirect damages to be made mutual for both parties.		The State declines to make this change.

	<p>the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires</p>				
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	any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds				
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	<p>are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor- owned items from the State-designated location(s), which must be</p>				
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	<p>completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience</p>				
31. Attorney Fees	<p>In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the</p>		<p>IG requests for a limitation of its liability be included in the resulting Contract, an amount not to exceed the fees received by IG the previous 6 months, whether</p>	<p><i>IG requests a limitation of liability commensurate with to the level of Services we are providing. Our intention is not to absolve ourselves from risk, but rather</i></p>	<p>The limitation on liability to the amount of IG fees received in the previous 6 months is not practical in the event of breach of contract, a tort</p>

	prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.		arising from an alleged breach of the Contract, an alleged tort, or any other cause of action.	<i>to appropriately allocate risk.</i>	claim or any other cause of action. If the state is the prevailing party, case law is clear the State is entitled to reasonable attorney fees. The State declines to make this change.
37. Conversion			IG requests that terms for the conversion of IG's employees to employees of State or Agency be included in the resulting Contract. Our typical schedule is 365 days for contract-to-hire, with a tiered percentage beginning at 25%, and adjusted for number of days worked.	<i>Due to the nature of our temporary support staffing, IG requests the conversion (contract-to-hire) language be included in order to protect our interests under this Contract. If the State or Agency does not hire an employee, then no fee will be due, or if hired after 365 days of service. However, if State or Agency</i>	The ITB clearly contemplates the possibility that an Ordering Agency may hire temporary staffing as permanent employees. DOP will not agree to this additional provision requiring the State or Agency to compensate IG by paying a fee.

				<i>wishes to hire an employee, then a fee will be due, calculated by days of service, to compensate IG for that loss of business.</i>	

ITB Event 546 Statewide Temporary Staffing Services

	ITB Section	ITB Page	Question	Response
1	General		Who are the current providers? Please provide us with the current providers response documents that they have submitted previously.	The state currently has contract with 22 <sup>nd</sup> Century Technologies, Athena Consulting, BuzzClan, Cogen Infotech Corporation, Express Employment Professionals, PersonnelPlus, ProPeople Staffing.  In order to obtain the response documents, Bidders will need to submit a Public Records Request.
2	General		How many vendors will be awarded?	Section 10 states, "The State reserves the right to make "Multiple Awards" within the same Region if in the best interest of the State, as determined by the Administrator of the Division of Purchasing in accordance with Idaho Code 67-9211." The state will award contracts to ensure there is no regions without these services.
3	General		Do we need to have local presence in Idaho or Business License from Idaho to participate or to perform services?	No
4	General		Is there IT Positions also included in the requirements?	There are no IT Positions under this contract.
5	General		Is there any format for creating a response OR you only need pricing and forms?	Bidders can find all mandatory submittal items under Section 9 of the Administrative Document. Failure to submit all mandatory items may result in a bidder being found nonresponsive.
6			Please provide the historical budget/spend and/or contract usage.	The Total sales for the last three (3) years, across all awarded contracts, is \$10,765,780.60. Bidders are reminded there is no guarantee of minimum or maximum amount of annual spend on awarded contracts.
7			Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.	This is not a new initiative and is a new solicitation to replace the Statewide Contract that is set to expire this year. Current vendors are listed on question 1.

	ITB Section	ITB Page	Question	Response
8			Can you please let us know the previous spending of this contract?	See response to questions 6.
9			Please confirm if we can get the proposals or pricing of the incumbent(s).	In order to obtain the response documents, Bidders will need to submit a Public Records Request.
10			Are there any pain points or issues with the current vendor(s)?	Pain Points will vary by agency needs for positions
11			Please confirm the anticipated number of awards	See response to questions 2.
12	10	8	How many vendors do you intend to award?	See response to questions 2.
13	5	5	How many active contractors are working on this contract currently?	See Response to questions 1.
14	5	5	Please provide the names of the Incumbent vendors for this contract?	See Response to questions 1.
15	5	5	What is the total spend per incumbent for the duration of the previous contract?	See response to questions 6.
16	5	5	What are any challenges or pain points with the present contract vendors?	Challenges and pain points will vary based on the position that the agency is needing.
17	5	5	Will the awarded vendor take over any payrolling of incumbent candidates?	No, They will need to replace any needs of the agencies who may lose personnel
18	5	5	What is the new budget for year for this RFP?	A budget will be different from agency to agency.
19	Attachment 3	18	What are your most commonly requested positions?	Requested position will vary based on agency needs.
20	General		What response template or format should vendors follow in order to submit a complaint response for the bid?	Submission requirements can be found in section 9 of the administrative document.
21	12.2	25	Are we able to just bid on one category? For instance, we would look to support the Healthcare Staffing portions and all positions under.	Bidders must be able to provide all areas of work outlined in Attachment 3, Section 1 through Section 11.

	ITB Section	ITB Page	Question	Response
22	General		Is this a rebid? If so, can you please list the incumbents?	Please see response to question 1
23	General		If awarded, how would the needs be funneled to agencies? Some contracts will send needs, where others the agency is expected to reach out to the facilities for the needs.	Agencies will reach out to the awarded contractors and request pricing. The Contractor who meets their needs and is in their budget, will be issued a PO from the agency.
24	14	8	If awarded, and as time goes on, if we add more subcontractors to our business, is there the ability to add them to this award down the road?	Subcontractor expectations and language can be found in Section 14 of the Administrative Document. Additional subcontractor brought on later, may be subject to a responsibilities check and DOP amendment
25	10	6	Is there an estimate of how many awards are expected?	Please see response to question 2
26	General		What is the expected annual spend of this bid?	Annual spending will vary. Agencies will request positions on an as needed basis.
27	General		Could the State please kindly grant an extension for the due date submission	The state declines this request
28	General		Could the State please clarify whether the certificate of insurance is required with the response?	Certificate of the Insurance will only be requested for the awarded contractor
29	General		Could the State please clarify if it is allowed to use digital signatures for all the documents instead of the Signature page?	Digital signatures are allowable
30	General		Is there any SBE/MBE/WBE goal for the solicitation?	No
31	General		Are there scores for the evaluation criteria? If yes, could you please disclose it?	This is not a normalized evaluated solicitation, so there is no point system used.
32	General		How many firms is the State looking to award?	See response to question 2
33	General		Will SBE/MBE/WBE certified by the State of Idaho receive any preference?	No

	ITB Section	ITB Page	Question	Response
34	General		Is there any incumbent to this solicitation? If yes, could you please provide the information?	See response to questions 1
35	General		Do vendors have to provide references within our response? If yes, how many?	References are not one of the mandatory submittal items outlined in Section 9.
36	General		Does the State provide any preference to Idaho local vendors?	No
37	General		Could the State clarify if it is necessary to notarize any form? If yes, which ones?	No documents need to be notarized
38	General		Do vendors need to include a Business License in the proposal response? If that is the case, can we include proof that we are currently in the process of obtaining it?	Business license is not one of the mandatory submittal items outlined in Section 9.
39	General		Does the State accept remote resources to work on this engagement?	There are no specifications outlining remote work. Positions are expected to me in person.
40	General		Does the State accept offshore resources to work on this engagement?	There is no remote work opportunities in the specifications
41	General		Does the State prefer on-site resources to execute this engagement?	Positions are expected to me in person.
42	General		Could the State please confirm the anticipated number of requirements per year?	This is on an as needed basis and will vary
43	General		Is the W-9 necessary with the proposal response?	A W-9 may only be required from the awarded bidders.
44	General		Could the State please clarify if it is required to provide resumes of the Key personnel? If yes, is there a page limit for the resumes?	Key personnel is not one of the mandatory submittal items outlined in Section 9.
45	General		Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?	Awarded Bidders must be able to provide the services that are required in Attachment 3 – Specifications
46	General		Could the State please clarify if subcontractor references are	Section 14 outlines the expectations set for Subcontractors.

	ITB Section	ITB Page	Question	Response
			allowed to be used for the services provided?	
47	General		Could the State please confirm what is the suggested font size and type for the proposal?	Bidders may use font type and size of their choice, but must ensure the submitted items are easy to read.
48	General		Question 12 in Question Responses on the portal states: "Complete and submit the attached Cover Page. Confirm that the information included matches the information in your Supplier Profile". Could the State kindly confirm if this cover page is the same as the Signature page stated in Question 1? If not, where could vendors find the Cover Page?	Cover page has been added as an attachment to question 12
49	General		Could you confirm if the bid schedule and the signature page are the only documents required for firms to submit in order to be responsive?	All mandatory submittal items are listed in section 9 of the administrative document
50	General		Are there any other requirements such as references or showcasing the firm's experience that will be needed after the award?	References and showcasing of experience may be requested as a responsibility check prior to award.
51	General		In the line response, in the portal, vendors are required to provide the cost of their services. Could the State kindly confirm if firms are required to fill out column "Vendor Item"? If so, what should vendors write there?	Section 9.2 states that bidders are to submit a cost of "\$1.00" in the line item. Bidders may fill in column vendor item with Staffing Services. Please note the award will be made based on the language used in Section 10.
52	General		In the line response, in the portal, vendors are required to provide the cost of their services. Could the State please confirm if firms are required to fill out the column Response quantity? If so, could the State please clarify what is needed in these items?	The contract is for one year with up to a renewal for five. Bidders may insert the response quantity as 1. Please note the award will be made based on the language used in Section 10.
53	General		In the line response, in the portal, vendors are required to provide the	Section 9.2 states that bidders are to submit a cost of "\$1.00" in the line item. Please note

	ITB Section	ITB Page	Question	Response
			cost of their services. Could the State please clarify if in the unit price firms are required to provide the percentage?	the award will be made based on the language used in Section 10.
54	General		In the line response, in the portal, vendors are required to provide the cost of their services. In the column Unit Price percentage symbol is not allowed, could the State kindly confirm that by providing a number the State understands this as a Mark-Up percentage?	See response to questions 53
55	ATTACHMENT 2-BID SCHEDULE	15	Could the State please confirm if firms fill out the Line Response in the portal, the section ATTACHMENT 2-BID SCHEDULE is not required for submission?	Attachment 2 – Bid Schedule is a mandatory submittal item. Failure to submit a completed Attachment 2 – Bid Schedule may result in bidder being found nonresponsive.
56	General		In the portal, Question Responses section, question 9 states: “If there are no adverse actions to report, Bidder must respond to this Section with a statement confirming no adverse actions. The bidder who responds with a YES must submit an attachment with an explanation.” Could the State kindly confirm that in the event that bidders confirm that there are no adverse actions, are firms required to upload an attachment stating there are no adverse actions? Or are firms allowed to respond with No in the expandable menu only in order to be responsive?	Bidders who answer the questions NO, will not be required to submit an explanation
57	General		In the portal, Question Responses section, question 10, could the State kindly confirm if by answering Yes firms are confirming that they have not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the contract and	That is correct

	ITB Section	ITB Page	Question	Response
			that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract?	
58	General		<p>In the portal, Question Responses section, question 10, states: "A statement that Bidder has not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. The Bidder must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies." <b>Question:</b> In the event that firms comply that they have not employed any company or person other than a bona fide employee working solely for the Bidder, could the State please</p>	The event has been amended to bidders to submit attachment documentation to this question

	ITB Section	ITB Page	Question	Response
			confirm if firms are required to upload an attachment with an official statement?	
59	General		In the portal, Question Responses section, question 11, could the State kindly confirm if by answering Yes firms warrant that they do not knowingly and willfully employ persons who cannot legally work in this country?	That is correct
60	General		In the portal, Question Responses section, question 10, states: "A statement that the Bidder warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract." <b>Question:</b> Could the State kindly confirm if uploading an attachment with an official statement is required in order to be responsive?	The event has been amended to bidders to submit attachment documentation to this question
61	1. Temporary Staffing Services General Requirements	17	At the end of this section, it states: "Provide a statement affirming your understanding of and ability and willingness to meet the General Requirement in Sections 1.1 – 1.12." Could the State kindly confirm where should firms attach this statement?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
62	2.	19	At the end of this section, it states: "Provide a statement affirming your	The event has been amended to Questions in the Questions Section the allow bidders to

	ITB Section	ITB Page	Question	Response
	Contract or's Responsi bilities		understanding of and ability and willingness to meet the requirements of each Contractor Responsibility in Sections 2.1 – 2.16." Could the State kindly confirm where should firms attach this statement?	acknowledge the requirements in the Administrative Document
63	6. Placeme nt	21	At the end of this section, it states: "Provide a statement affirming your understanding of and ability and willingness to meet the requirements of Sections 6.1-6.5." Could the State kindly confirm where should firms attach this statement?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
64	7. Backgrou nd Checks	21	At the end of this section, it states: "Provide a statement affirming your understanding of and ability and willingness to meet Ordering Agencies requirements for background checks in Sections 7-7.3". Could the State kindly confirm where should firms attach this statement?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
65	11. ADMINIS TRATIVE SUPPORT	23	At the end of this section, it states: "Provide a statement affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 11.1 - 11.11". Could the State kindly confirm where should firms attach this statement?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
66	12. Optional Use Position Classifica tions	27	At the end of this section, it states: "Provide a statement affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 12.1 - 12.3". Could the State kindly confirm where should firms attach this statement?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document

	ITB Section	ITB Page	Question	Response
67	General		Could the State please confirm that in the event that firms are required to upload attachments with the statements required at the end of sections 1, 2, 5, 6, 7, 11, and 12, are firms allowed to upload just one document with all of the statements clearly addressing each one of them? If so, where should firms upload this document?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
68	General		Could the State kindly share, if possible, how will firms receive Quotes from the regions/agencies?	Agencies will reach out to the awarded contractors for that region, requesting quotes
69	General		Could the State kindly confirm how can firms differentiate their line responses for the cost for each position classification if in the portal they are divided only by region?	Award is made based on the lowest mark up percentage by region
70	General		Could the State please clarify if the line response covers only the Mandatory Use Position Classification: Administrative Support?	That is correct
71	General		In the event that the line response covers only the Mandatory Use Position Classification: Administrative Support, could the State kindly confirm where should bidders attach the mark-up rates for the Optional Use Position Classifications?	Attachment 2 – Bid schedule must be submitted and a question has been made to allow bidders to submit their completed bid schedules there
72	General		In the event that firms subcontract, could the State kindly confirm if the subcontractor can bid as a prime vendor, too?	Yes
73	General		Could the State please clarify in which section of the portal vendors should add the redacted version?	Bidders may submit a redacted copy in the attachments section.
74	General		If the State has had past vendors/incumbents, is there any challenge the State has faced? Are there any improvements the State is	Please see response to question 10

	ITB Section	ITB Page	Question	Response
			looking for in terms of performance?	
75	General		Is this a new initiative? If not, could the State please provide the incumbent information?	Please see the response to question 1
76	General		Could the State please confirm if they are looking for firms to provide staffing services (temporary personnel under our firm's payroll) or for firms to recruit (headhunting services) for the requested positions?	Please see answer to question 45
77	General		Are firms required to pay Holidays, PTO, Sick Leaves, etc., to the consultants placed?	Section 1.5 of Attachment 3 states, "The temporary staff must have the ability to work on an "as needed" basis, including overtime and on holidays when required, from one (1) up to seven (7) days per week, as defined in each individual Agency request."
78	General		Are firms required to pay overtime hours to the consultants placed?	Section 1.5 of Attachment 3 states, "The temporary staff must have the ability to work on an "as needed" basis, including overtime and on holidays when required, from one (1) up to seven (7) days per week, as defined in each individual Agency request."
79	General		Could the State kindly clarify if firms are required to submit overtime pay rate information for this solicitation? If not, is this information submitted later on?	Section 1.5 of Attachment 3 states, "The temporary staff must have the ability to work on an "as needed" basis, including overtime and on holidays when required, from one (1) up to seven (7) days per week, as defined in each individual Agency request."
80	General		In the event that firms are required to submit overtime pay rate information for this solicitation, could the State kindly clarify where should this information be attached?	Overtime and holiday would be agreed upon with agency and contractor
81	General		Could the State please clarify which documents are required to be submitted in the Portal's "Response Attachments" section?	Section 9 outlines all mandatory submittal items
82	Signature Page		As per the Signature Page form, it says that vendors must deliver the	Bidders must submit their signature page in LUMA

	ITB Section	ITB Page	Question	Response
			response. Could the State please clarify if vendors must submit it via the portal rather than physically as the Signature Page indicates?	
83	General		Could the State kindly confirm if firms are allowed to submit responses in PDF format?	PDF format is allowable
84	General		Could the State please confirm if an official response is required? If so, could the State kindly share what is needed in the response in order to be responsive?	Bidders to be considered responsive must submit the mandatory submittal items in section 9
85	General		Could you confirm if the bid schedule and the signature page are the only documents required for firms to submit in order to be responsive?	Mandatory submittal items can be found in section 9 of the administrative document
86	General		Are there any other requirements such as references or showcasing the firm's experience that will be needed after the award?	Mandatory submittal items can be found in section 9 of the administrative document
87	Portal	Questions and Responses	Please provide the Cover Page that is required for submittal.	The Cover page attachment has been added to the question in the questions section
88	General		Can the State of Idaho please provide the average or anticipated length of assignments by skill type?	This will vary based on the agency needs
89	General		Can the State of Idaho please provide a breakdown of the volume of usage by dollars and headcount by skill category over the past 3 years?	An average usage has been provided in question 6
90	General		Can the State of Idaho provide job descriptions and experience level requirements for the requested titles/categories?	Job title and description can be found in attachment 3 – specifications of the administrative document
91	General		Would the State of Idaho please provide the size and anticipated value of the contract.	This will vary based on the agency needs throughout the state

	ITB Section	ITB Page	Question	Response
92	General		Would the State of Idaho please provide the anticipated volume/spend by skill set or job title.	An average usage has been provided in question 6
93	General		Would the State of Idaho please provide the anticipated volume/spend by skill set or job title?	This will vary based on the agency needs throughout the state
94	General		What is the average tenure of the temporary workers?	This will vary based on the agency needs throughout the state
95	General		Is the State of Idaho satisfied with the performance of the incumbent supplier?	Yes
96	General		Will the State of Idaho transition candidates from your current supplier to your new supplier? If so, how many people do you plan to transition?	See response to question 17
97	General		Is there a typical tenure of contractor prior being considered for conversion to an FTE?	This will vary based on the agency needs throughout the state
98	Attachment 2	13	Will State of Idaho be providing pay rates for each discipline/title and for each region? If so, what are the rates? If not - who decides what the hourly pay rate for the discipline/titles on the contract are that are being marked up?	Pay rates will be provided by the contractor
99	Attachment 2	13	Are we able to bid on only the Healthcare Staffing Service positions listed on page 25, Section 12.2.1 – 12.2.12)?	Healthcare positions are optional items. Bidders must be able to accommodate to the mandatory requirements in Attachment 3 – Specifications
100	10	6	How many contractors per region per category will be awarded? Is it one or multiple?	See response to questions 2
101	ATTACHMENT 2-BID SCHEDULE	13	In Attachment 2, there are line items for all of the Position Classifications, but in Line Responses section of the portal, there is only room for one Position Classification. Should we place the mandatory Administrative Support pricing in the Line	See response to question 53

	ITB Section	ITB Page	Question	Response
			Responses section of the portal assuming that you will see all of the pricing when we upload Attachment 2 in the Response Attachments section of the portal?	
102	ATTACH MENT 3 – SPECIFIC ATIONS	16	Should we use our responses to the “Provide a statement affirming...” requests after sections 1, 2, 6, 7, 11, and 12 to provide additional information about our recruiting procedures and capabilities? Or are you uninterested in that information at this time?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
103			LocumPhysicians is a healthcare staffing agency. We don’t source admin staff. Can we exclusively bid on the Healthcare staffing service positions?	See response to question 99
104			Are we to adopt the State’s rate or are we allowed to give a separate rate for each position? Where should we list these rates? Is a separate Excel report listing each position and rate acceptable?	See response to question 98
105			Should the mark up sheet only include the mark up rate or should our bill rate be included?	Mark up only
106	12.2	25-27	Is the state open to bids from vendors to provide all positions that do not involve direct delivery of medical care or guidance? There are a total of 29 positions outlined in the ITB, approximately three of which will provide direct delivery of medical care or guidance.	Medical positions are considered option. Submitting bidders must be able to meet the requirement listed in the mandatory section.
107	General		Will the state provide current or standard pay ranges per region per position?	See response to question 98
108			What would be the number of awards you intend to give	See response to question 2
109			Please provide the names of incumbents	Please see response to question 1

	ITB Section	ITB Page	Question	Response
110			Provide historical budget/spend and or contract usage	See response to questions 6
111			Please provide us with an estimated NTE budget allocated for this contract	This will vary based on the agency needs throughout the state
112			What is the tentative start date of this engagement?	Start date will be upon the final signature of a DOP contract
113			What is the work location of the proposed candidates?	This will vary based on the agency needs throughout the state
114			Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?	See response to question 1
115			Are there any pain points or issues with the current vendor(s)?	This will vary based on the agency needs throughout the state
116			Could you please share the previous spending on this contract, if any?	See response to question 6
117			Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?	Subcontracting requirements can be found in section 14
118			How many positions were used in the previous contract?	This will vary based on the agency needs throughout the state
119			How many positions will be required per year or throughout the contract term?	This will vary based on the agency needs throughout the state
120			If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?	This will be dependent on the contractor and agency working together and ensuring the needs of agency are being met
121			Can we provide hourly rate ranges in the price proposal?	The only mandatory pricing that needs submitted is Attachment 2 – Bid Schedule
122			Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a	There are no remote positions on this event. Expectation is that all positions are in person unless otherwise stated

	ITB Section	ITB Page	Question	Response
			possibility for remote operations and performance?	
123			Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?	The only items mandatory for bid submission are outlined in section 9
124			Could you please provide the list of holidays? Are there any mandated Paid Time Off, Vacation, etc.?	The link provided is a list of Holidays for the State of Idaho  <a href="https://sos.idaho.gov/state-holidays/">https://sos.idaho.gov/state-holidays/</a>
125			Attachment 3, after every section says "Provide a statement affirming your understanding of and ability and willingness to meet the General Requirement " Do we need to create a separate document where we should affirm our understanding for each scntn?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
126			Please confirm what exactly is required as the response to this bid?	See section 9 of the administrative document for mandatory submittal items.
127			Can the State please confirm if vendors are supposed to provide information/process overviews in our acknowledgement statements for each section of Attachment 3? Or are vendors just supposed to submit a statement saying that they have read each?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document
128			Will the markup percentage submitted affect the invitation to bid? If yes, is there a max markup percentage?	The lowest percentage markup will be who is awarded as stated in Section 10
129			What are the required positions the contract must work to fill? How do the bill rates work? I do not see that we are asked to provide full rates.	Mandatory requirements are outline in Section 1 of attachment 3
130			Will the contract be awarded to multiple vendors? If so, how many?	See response to question 2

	ITB Section	ITB Page	Question	Response
131			Can a scoring criteria/rubric be provided for this solicitation?	There is no scoring or rubric. Award is based on lowest mark up rate by region
132			Is the ability to staff the Commercial/Industrial positions a requirement to be selected for award? Or can vendors bid only on the sections they are qualified to support and still be eligible for award?	The mandatory positions are listed in section 11 of attachment 3 – Specifications
133			Is the Cover Page the same as the Signature Page?	No, the cover page has been added to the question in the questions section
134			Are we supposed to put our supportive agency information in the same document as our affirmation statements?	A separate document stating such is acceptable
135			Is the Cover Page the same as the Signature Page	No, the cover page has been added to the question in the questions section
136			Are we supposed to put our supportive agency information in the same document as our affirmation statements?	The event has been amended to Questions in the Questions Section the allow bidders to acknowledge the requirements in the Administrative Document. You may upload an attachment to that question if necessary.
137			What are the Evaluation criteria apart from pricing?	The mandatory submittal items are listed in section 9. Bidders must meet or exceed the specifications. Award language states the lowest markup rate by region is who will be awarded.
138			Do we need to provide any references of our previous clients? If yes how many references do we need to show?	No
139			But in the RFP and in the IPRO portal we could only find 2 (two) documents to submit. One is Bid Schedule and other is State of Idaho signature page. please let us know where we can find other documents	The mandatory submission materials can be found in section 9 of the administrative document
140			What is the previous spend of the project? How many vendors will be	This will vary agency to agency. The average three year cost can be found in question six.

	ITB Section	ITB Page	Question	Response
			awarded? What is the present estimated budget for this project?	
141			Do you want the vendor to have a local office in Idaho? Will you give preference to the local vendors? Please give a clear idea about the proposal format.	No preference will be given
142			How many numbers of staffs were utilized in the last project. How are overtime and holiday rates calculated?	This will vary from agency to agency
143	9.2.1	5	Section 9.2.1 in the RFP states: "If submitting electronically via IPRO, upload all of the Required Bid Submission Items (See Section 8.1) and enter your cost in IPRO for each line item; as the "Total Cost" on the Bid Schedule OR \$1.00 as your cost in IPRO." In this context, Section 8.1 pertains to the billing procedure, but Section 9.1 pertains to Bid Submission Item. Can you please confirm if we should refer to Section 9.1 instead of Section 8.1 for the Bid Submission Item?	The mandatory submission materials can be found in section 9 of the administrative document
144	9.2.1	5	Section 9.2.1 in the RFP states: "Upload all Required Bid Submission Items using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB." The Signature Page attached in the IPRO portal is in PDF format. Can you please clarify if we should submit the Signature Page in PDF or Word format?	PDF is acceptable
145	General		In the IPRO portal, under the Questions Section, there are a few acknowledgements required from the vendor. Can you please confirm if we need to submit these acknowledgements in a separate document other than the one	Answering the question with either a yes or no will be your acknowledgment. A separate document is not necessary.

	ITB Section	ITB Page	Question	Response
			mentioned in Section 9.1 Required Bid Submission Items? If not, how should we provide acknowledgement of the items in the IPRO portal under Questions Section?	
146	General		We are unable to access the items under the Questions section in the IPRO portal. Can you please provide alternative ways to access these items?	<p>Trouble with the IPRO Powered by LUMA website should be directed to the Supplier Portal Support.</p> <p><a href="https://sms-idaho-prd.tam.infor.gov.com/fsm/SupplyManagementSupplier/list/SupplierGroupPortalContacts.SupplierPortalContactCardList?csk.SupplierGroup=LUMA">https://sms-idaho-prd.tam.infor.gov.com/fsm/SupplyManagementSupplier/list/SupplierGroupPortalContacts.SupplierPortalContactCardList?csk.SupplierGroup=LUMA</a></p>
147	Appendix 1 Terms & conditions, section 1.6	28	What are the Evaluation criteria apart from pricing?	The mandatory submittal items are listed in section 9. Bidders must meet or exceed the specifications. Award language states the lowest markup rate by region is who will be awarded.
148	Section 11 - responsibilities	6	Do we need to provide any references of our previous clients? If yes how many references do we need to show?	No
149	Section 9.2.1 Bid submission method	5	The paragraph says - upload all of the Required Bid Submission Items (See Section 8.1). But in the RFP and in the IPRO portal we could only find 2 (two) documents to submit. One is Bid Schedule and other is State of Idaho Signature Page. Kindly provide the other documents.	State of Idaho Signature Page is attached to the question in the questions section
150	General		Do we need to provide any sample or actual resumes?	No
151	General		What is the previous spend of the project?	This will vary from agency to agency. Average spend has been addressed in question 6.
152	General		How many vendors will be awarded?	See response to question2

	ITB Section	ITB Page	Question	Response
153	General		What is the present estimated budget for this project?	This will vary agency to agency
154	General		Do you want the vendor to have a local office in Idaho? Will you give preference to the local vendors?	No
155	General.		Please give a clear idea about the proposal format.	The mandatory submittal items are listed in section 9.
156	General		How many numbers of staffs were utilized in the last project.	This will vary agency to agency
157	General		How are overtime and holiday rates calculated?	This will vary agency to agency and be agreed upon by the parties prior to starting.
158	14	10	Is it compulsory to subcontract?	Subcontracting must follow the subcontracting requirements listed in the Terms and Conditions.
159	12	26	Is partial bidding allowed for this RFP? We can provide services for all the positions except the following: 1. Janitorial/Housekeeping Positions 2. Handyman 3. Warehouse/Shipping and Receiving	Bidders must be able to provide all of the positions listed in the mandatory requirements in Attachment 3 Specifications
160	-	-	Is there any preference for MBE or SBE certified vendors? If yes can you please specify the percentage of preference provided?	No
161	-	-	Can you please provide a specific list of submittal requirement or a submission format that need to be followed for technical proposal?	The mandatory submittal items are listed in section 9.
162	5 BACKGRO UND	#3	Is this a re-compete RFP? If yes, a. Could you please the name of Current Suppliers (who are currently providing services to Agency)? b. Could you please share current Suppliers pricing and Proposals? c. When the existing contract was started,	This is a new solicitation to replace the old contract that is expiring. To obtain this information you will need to submit a Public Records request.

	ITB Section	ITB Page	Question	Response
			<p>and what is the annual monetary spent value the current contract since inception?</p> <p>d. How many resources are currently engaged in the current contract?</p> <p>e. Can you please share the no. of positions served in previous years under this contract?</p> <p>f. Can you please share the amount of business each vendor did under this contract in previous years?</p>	
163	10 AWARD	#6	Is there any local preference for this contract?	No
164	10 AWARD	#6	How many vendors agency is planning to select?	See response to question 2
165	10 AWARD	#6	How will the requisitions be shared among the awarded vendors?	This will vary based on agency and region
166	10 AWARD	#6	Is there any primary, secondary and tertiary level of classification among the awarded vendors?	The award is by Lowest mark up rate by region. Multiple award must follow Idaho Code 67-9211
167	10 AWARD	#6	Is it mandatory to bid on all the positions in all the required categories?	The mandatory requirements are addressed in attachment 3. After the mandatory, we list the optional items. Bidders must meet the mandatory requirements to be found responsive
168	9.2 Bid Submissi on Methods	#5	Could you please list the type of certification needed by Staffing agency in order to bid in all the categories?	Certifications and Requirements are listed in Attachment 3 – Specification
169	9.2 Bid Submissi	#5	Could you please list the type of certification needed by Staffing agency?	Certifications and Requirements are listed in Attachment 3 – Specification

	ITB Section	ITB Page	Question	Response
	on Methods		in order to bid in the HEALTHCARE SSTAFFING SERVICE POSITIONS?	

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**Date:** July 26, 2024

**Attention:** Thayne Pearson  
Purchasing Officer, Idaho Division of Purchasing  
Office: (208) 332 -1605 | Email: [thayne.pearson@adm.idaho.gov](mailto:thayne.pearson@adm.idaho.gov)

**Subject:** Tryfacta's Response to Clarification Letter for Invitation to Bid (ITB) Event 546 – Statewide Temporary Staffing Services

Thank you for contacting Tryfacta, Inc. regarding the following two items. As requested by the Division of Purchasing (DOP), please find our responses below:

1. Please clarify if bidder has a location(s) currently established in the State of Idaho for the regions that bidder submitted a percentage markup for.

**Tryfacta Response:** Our local office address is Tryfacta, Inc. 3527 S. Federal Way, Ste 103, Boise, ID 83705

2. Contract work must begin on November 1, 2024. Please confirm, in the event that bidder is awarded a contract, that bidder will be ready to begin contract work on that date.

**Tryfacta Response:** Yes, we confirm that, if awarded the contract, we will be fully prepared to begin the contract work on November 1, 2024.

If you have any questions or need further information, please feel free to reach out to me. As the authorized representative of our firm, I commit to delivering the services as outlined in this BAFO according to all specified requirements. My direct telephone number, email, and mailing address are listed below.

**Cordially,**



Arman Dhar, Account Manager (Vice President of Operations)  
Tryfacta, Inc.  
Phone Number: 925-640-3641 & 408-893-5500  
Email: [rfp@tryfacta.com](mailto:rfp@tryfacta.com)

Date: 08/23/2024

**Attention:** Thayne Pearson, Purchasing Officer

**State of Idaho Department of Administration Division of Purchasing**

**Address:** 650 W State Street, Room 100 (83702), P. O. Box 83720, Boise, ID 83720-0075.

**Email Id:** [thayne.pearson@adm.idaho.gov](mailto:thayne.pearson@adm.idaho.gov)

**Subject:** Tryfacta, Inc. (Tryfacta) **Response to Clarification Letter for ITB Event 546 – Statewide Temporary Staffing Services.**

Thank you for providing us with an opportunity to respond to the requested clarification letter received on August 22, 2024.

1. TryFacta Inc. – Bidder submitted a Markup Cost percentage of 21.5% for Region 4 and Region 5. Please confirm that if a position is listed at a rate of \$20.00 an hour, times bidders 21.5% markup, equals a fully burdened billable rate of \$24.30 ( $\$20.00 \times 0.215 = \$24.30$ ). Please note that bidder may not change their percentage that was submitted with their final bid.

*Tryfacta's Response:* Tryfacta, Inc. confirms that for a position listed at a rate of \$20.00 per hour, applying our submitted 21.5% markup results in a fully burdened billable rate of \$24.30 ( $\$20.00 \times 1.215 = \$24.30$ ).

Additionally, Tryfacta, Inc. affirms that we submitted a Markup Cost percentage of 21.5% for **Regions 3, 4, and 5.**

Tryfacta sincerely looks forward to leveraging our experience in providing **Statewide Temporary Staffing Services**. If you have any questions or require additional information, please contact me. I am the authorized representative for our firm, and by submitting this clarification, I am committing to providing the services according to all specified requirements. My direct telephone number, email, and mailing address are below.

Cordially,



Arman Dhar, Account Manager (VP of Operations)

Tryfacta, Inc.

**Head Office Address:** 4637 Chabot Drive, Suite 100, Pleasanton, CA 94588

**Phone Number:** 925-640-3641 & 408-893-5500

**Email:** [rfp@tryfacta.com](mailto:rfp@tryfacta.com)

## Response For Supplier: Tryfacta Inc.

**Event # :** 546-1

**Name:** Statewide Temporary Staffing Services

**Description:** Statewide Temporary Staffing for Administrative Support Commercial/Industrial Workers, Healthcare Staffing Services, and Professional Services

Date created: July 10, 2024 1:54:16 AM MDT

Date submitted: July 19, 2024 10:22:57 AM MDT

**Responded To:** 6 Out of 6 Lines

**Total Bid Amount:** 6.00 **Response Currency:** USD

## Question Responses

Question	Answer	Attachment
Complete and submit the attached Signature Page. Confirm that the information included matches the information in your Supplier Profile.	Confirmed	Tryfacta Inc. Signature+Page.pdf
Confirm that you have read and understand the Solicitation Instructions for Vendors, attached here, and the most recent version of the ITB Document in the attachment section.	Confirmed	
The Contract(s) resulting from this ITB will include the terms and conditions located in the administrative document. Failure to agree to the Terms may result in your Bid being deemed non-responsive-- the state cannot agree to material changes to Terms after the ITB closes. Do you agree to the states Terms?	Yes-Tryfacta understands and agrees to the terms and conditions located in the administrative document.	
Does the Property you are offering meet all specifications/scope of work requirements detailed in the ITB Document? If no, upload a detailed description of how your offered Property deviates and why those deviations should be considered "minor deviations."	Yes	

## Event # 546-1: Statewide Temporary Staffing Services

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Question	Answer	Attachment
The Insurance Requirements for this solicitation are detailed in the ITB Document. Suppliers that do not currently hold the type/level of insurance required are strongly encouraged to contact an insurance representative to obtain a quote prior to submitting a Bid. An awarded contractor's inability to obtain the required insurance may be grounds for termination of the contract for cause and may affect the evaluation of that supplier's responsibility on future sourcing events. Confirm your understanding of this requirement.	Confirmed	
Please acknowledge the following: Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in the Solicitation to aid in compliance with the Act. The State requests that Offeror disclose, unless Offeror is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract (if Offeror is the awarded Contractor), an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.	Yes	
Please Acknowledge the following: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.	Yes	

## Event # 546-1: Statewide Temporary Staffing Services

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Question	Answer	Attachment
Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.	Yes	
Bidder must disclose any current, pending and past adverse actions taken against the Bidder. This includes current or pending lawsuits and contracts terminated for cause. Bidder must describe the nature of the lawsuit or the reason the contract was terminated. A Bidder with current or pending lawsuits, or contracts terminated for cause may be found non-responsive. Failure to fully disclose information in your response to this section may result in your proposal being found non-responsive or may be grounds for Contract termination if the omission is discovered after Contract award. If there are no adverse actions to report, Bidder must respond to this Section with a statement confirming no adverse actions. Bidder who respond with a YES, must submit an attachment with an explanation	No	

## Event # 546-1: Statewide Temporary Staffing Services

Question	Answer	Attachment
A statement that Bidder has not employed any company or person other than a bona fide employee working solely for the Bidder or a company regularly employed as its marketing agent, to solicit or secure the contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. The Bidder must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.	Yes	
A statement that the Bidder warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.	Yes	
Complete and submit the attached Cover Page. Confirm that the information included matches the information in your Supplier Profile.	Confirmed	Tryfacta Inc Govern Form Attachment.pdf
Please acknowledge bidders understanding of and ability and willingness to meet the General Requirement in Sections 1.1 - 1.12 in Attachment 3 - Specifications	Yes	
Please acknowledge affirming Bidders understanding of and ability and willingness to meet the requirements of each Contractor Responsibility in Sections 2.1 - 2.16 in Attachment 3 Specifications	Yes	
Please acknowledge this question affirming Bidders understanding of and ability and willingness to meet the requirements of Sections 6.1-6.5 in Attachment 3 Specifications	Yes	

Event # 546-1: Statewide Temporary Staffing Services

Question	Answer	Attachment
Please acknowledge this question affirming your understanding of and ability and willingness to meet Ordering Agencies requirements for background checks in Sections 7-7.3 of Attachment 3 Specifications	Yes	
Please acknowledge this question affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 11.1 - 11.11 in Attachment 3 specifications	Yes	
Please acknowledge this question affirming your understanding of and ability and willingness to meet the requirements of providing Mandatory Use positions to Ordering Agencies in Sections 12.1 - 12.3 in Attachment 3 Specifications	Yes	
Please acknowledge that bidder has downloaded and reviewed ITB Event 546 Questions Answered here	Yes	
Please acknowledge that bidder has downloaded and reviewed Event 546 Modifications Answered here	Yes	
Please acknowledge that bidder has downloaded, reviewed, and agree to all changes made in ITB Event 546 Amendment 1	Yes	

Response Attachments

Attachment
ATTACHMENT 2-BID SCHEDULE.pdf

Line Responses

<b>Line 1: Mark-Up Rate Region 1</b>
<b>Description:</b> Mark-Up Rate Region 1
Mark-Up Rate Region 1
<b>Commodity Code:</b> 80-11-16-03      Temporary production staffing needs

Event # 546-1: Statewide Temporary Staffing Services

Quantity: 1.0000 Unit of Measure: HR

Bid Quantity: 1.0000 Unit Price: 1.0000 Extended Amount: 1.00  
No Charge: No No Bid: No  
Region # 1

Line 2: Mark Up Rate Region 2

Description: Mark Up Rate Region 2

Mark Up Rate Region 2

Long Item Mark Up Rate Region 2  
Description:

Commodity Code: 80-11-16-03 Temporary production staffing needs  
Quantity: 1.0000 Unit of Measure: HR

Bid Quantity: 1.0000 Unit Price: 1.0000 Extended Amount: 1.00  
No Charge: No No Bid: No

Line 3: Mark Up Rate Region 3

Description: Mark Up Rate Region 3

Mark Up Rate Region 3

Long Item Mark Up Rate Region 3  
Description:

Commodity Code: 80-11-16-03 Temporary production staffing needs  
Quantity: 1.0000 Unit of Measure: HR

Bid Quantity: 1.0000 Unit Price: 1.0000 Extended Amount: 1.00  
No Charge: No No Bid: No

Line 4: Mark Up Rate Region 4

Description: Mark Up Rate Region 4

Mark Up Rate Region 4

Long Item Mark Up Rate Region 4

Event # 546-1: Statewide Temporary Staffing Services

**Description:**

**Commodity Code:** 80-11-16-03      Temporary production staffing needs

**Quantity:** 1.0000                      **Unit of Measure:** HR

**Bid Quantity:** 1.0000                      **Unit Price:** 1.0000                      **Extended Amount:** 1.00  
**No Charge:** No                      **No Bid:** No

**Line 5: Mark Up Rate Region 5**

**Description:** Mark Up Rate Region 5

Mark Up Rate Region 5

**Long Item Description:** Mark Up Rate Region 5

**Commodity Code:** 80-11-16-03      Temporary production staffing needs

**Quantity:** 1.0000                      **Unit of Measure:** HR

**Bid Quantity:** 1.0000                      **Unit Price:** 1.0000                      **Extended Amount:** 1.00  
**No Charge:** No                      **No Bid:** No

**Line 6: Mark Up Rate Region 6**

**Description:** Mark Up Rate Region 6

Mark Up Rate Region 6

**Long Item Description:** Mark Up Rate Region 6

**Commodity Code:** 80-11-16-03      Temporary production staffing needs

**Quantity:** 1.0000                      **Unit of Measure:** HR

**Bid Quantity:** 1.0000                      **Unit Price:** 1.0000                      **Extended Amount:** 1.00  
**No Charge:** No                      **No Bid:** No

**ATTACHMENT 2-BID SCHEDULE  
ITB EVENT 546 STATEWIDE TEMPORARY STAFFING SERVICES**

**Attachment 2, Bid Schedule must be completed and submitted with your bid.** The bidder must provide a fully burdened markup rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. Bidder must complete the following by submitting a Fully Burdened Mark-Up Rate Bid for the **Mandatory Use Position Classifications (Section 11, Attachment 3)** for any of the individual regions or for all six (6) Districts:

**MANDATORY USE POSITION CLASSIFICATION: ADMINISTRATIVE SUPPORT**

	Region # 1
Mark-Up Rate = %	23.75%
	Region # 2
Mark-Up Rate = %	23.75%
	Region # 3
Mark-Up Rate = %	21.50%
	Region # 4
Mark-Up Rate = %	21.50%
	Region # 5
Mark-Up Rate = %	21.50%
	Region # 6
Mark-Up Rate = %	23.75%

**OPTIONAL USE POSITION CLASSIFICATION:**

Please provide your Mark-up Rate Percentage for the following **Optional Use Position Classifications (Section 12, Attachment 3)**:

Commercial/Industrial Worker Positions	
	Region # 1
Mark-Up Rate = %	23.75%
	Region # 2
Mark-Up Rate = %	23.75%
	Region # 3
Mark-Up Rate = %	23.75%

	Region # 4
Mark-Up Rate = %	23.75%

	Region # 5
Mark-Up Rate = %	23.75%

	Region # 6
Mark-Up Rate = %	23.75%

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Healthcare Staffing Service Positions	
	Region # 1
Mark-Up Rate = %	25.50%

	Region # 2
Mark-Up Rate = %	25.50%

	Region # 3
Mark-Up Rate = %	21.50%

	Region # 4
Mark-Up Rate = %	21.50%

	Region # 5
Mark-Up Rate = %	21.50%

	Region # 6
Mark-Up Rate = %	25.50%

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Professional Services Positions:	
	Region # 1
Mark-Up Rate = %	23.75%
	Region # 2
Mark-Up Rate = %	23.75%
	Region # 3
Mark-Up Rate = %	21.50%
	Region # 4
Mark-Up Rate = %	21.50%
	Region # 5
Mark-Up Rate = %	21.50%
	Region # 6
Mark-Up Rate = %	23.75%

Company Name of Bidder: Tryfacta, Inc.

Contact Name/Phone: Arman Dhar/ 925-640-3641

Contact E-mail: rfp@tryfacta.com

# COVER FORM

ITB Event 546 Statewide Temporary Staffing Services

**(M) Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror's company name, mailing address, phone number, fax number, e-mail address, and name of Offeror's authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror's corporate or other legal entity status	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror's Tax Identification Number	EIN: 611732454
Offeror's DUNS Number	DUNS: 079285927
Is Offeror a legal entity with the legal right to contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

consideration contingent upon or resulting from the award of the Contract.?	
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm(s) and/or staff responsible for writing the Proposal	Names: Arman Dhar
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at <a href="https://sam.gov">https://sam.gov</a> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Signed By: 

Printed Name: Arman Dhar

Date: 7/18/2024



**BRAD LITTLE**

Governor

**LORI WOLFF**

Interim Director

**VALERIE BOLLINGER**

Administrator

# State of Idaho

## Department of Administration

### Division of Purchasing

650 West State Street, Room 100

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://purchasing.idaho.gov>

#### SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To ensure that your SEALED BID is handled properly, label the exterior of your package as follows:

**"SEALED BID"**

BUYER: [name of the RFP or ITB Lead]

SEALED BID FOR: [title of solicitation]

BID NUMBER: [ITB# or RFP#]

CLOSES: [Closing Date]

Send your sealed bid package via USPS to:

Division of Purchasing

PO Box 83720

Boise, ID 83720-0075

FedEx, UPS or other Couriers/Hand Deliver:

Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Officer. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

**BID Number:** 546

**BID Title:** Statewide Temporary Staffing Services

**BIDDER/OFFEROR (Company Name)** Tryfacta, Inc.

**ADDRESS** 4637 Chabot Drive, Suite 100

**CITY, ST, ZIP** Pleasanton, CA 94588

**PHONE:** 925-640-3641 & 408-893-5500 **FAX:** 408-503-0934 **FEIN:** 611732454

**E-Mail** rfp@tryfacta.com

**THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL.**

Original Signature (Manually Signed in Ink or Electronic Signature)

Arman Dhar  
Printed Name

7/18/2024  
Date

Account Manager (VP of Operations)  
Title