

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Temporary Staffing Services
Contract Number: SBPO20200080
Parties: State of Idaho
COGENT Infotech Corporation
This Renewal Value: 300,000.00 USD
Total Contract Value: 1,300,000.00 USD
Start Date: 8/6/2023 12:00 AM
End Date: 8/5/2024 11:59 PM

Contract Administrator: Chase Croft; Chase.Croft@adm.idaho.gov
Contractor Contact: Justin Acord; justin.acord@kogentinfo.com

Instructions

SBPO20200080, Statewide Temporary Staffing Services (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. The signed renewal letter is attached below and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Signed By:



Chase Croft, Contract Administrator

5/24/23

Date



State of Idaho
Department of Administration
Division of Purchasing

BRAD LITTLE
Governor

LORI WOLFF
Interim Director

VALERIE BOLLINGER
Administrator

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

May 19, 2023

COGENT Infotech Corporation
Attn: Justin Acord

VIA ELECTRONIC TRANSMISSION
justin.acord@cogetinfo.com

RE: Renewal of SBPO20200080, a Contract for Temporary Staffing Services, for the State of Idaho.

Expiring: August 5, 2023

The State of Idaho would like to renew the above referenced contract for a period of one (1) year.

The contract renewal period is August 6, 2023 to August 5, 2024. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and return via e-mail to ContractAdmin@adm.idaho.gov at the Division of Purchasing. Please update your IPRO profile as well, including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Please also provide an updated Certificate of Insurance with your response to this renewal letter.

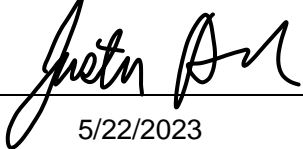
Thank you for your consideration in this matter.

Sincerely,


A handwritten signature in black ink, appearing to read "Chase Croft".

Chase Croft
Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

Company: Cogent Infotech Corporation
Name & Title (Printed): Justin Acord - Executive Vice President
Signature: 
Date: 5/22/2023

Idaho Division of Purchasing

Name & Title (Printed): Chase Croft, Contract Administrator
Signature: 
Date: 5/24/23

If you need to update the contact information for this contract, please do so below:

Contact Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Temporary Staffing Services- COGENT
Infotech Corporation
Contract Number: SBPO20200080
Parties: State of Idaho
COGENT Infotech Corporation
This Renewal Value: 300,000.00 USD
Total Contract Value: 1,000,000.00 USD
Start Date: 8/6/2022 12:00 AM
End Date: 8/5/2023 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

SBPO20200080, Statewide Temporary Staffing Services- COGENT Infotech Corporation (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20200080 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Cogent Infotech Corporation
Justin Acord

+1 412-889-7700
Govt-Bids@cogentinfo.com

Signature signed By:

Quinn Shea

6/22/2022



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

May 2, 2022

COGENT Infotech Corporation
Attn: Justin Acord

VIA ELECTRONIC TRANSMISSION
justin.acord@coagentinfo.com

RE: Renewal of Contract SBPO20200080, a Contract for Temporary Staffing Services, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 08/05/2022

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 06, 2022 to August 05, 2023. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

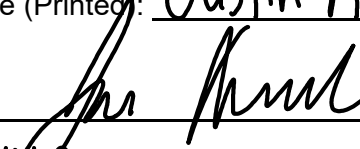
Thank you for your consideration in this matter.

Sincerely,

Quinn Shea

Quinn Shea
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: Cogent Infotech
Name & Title (Printed): Justin Acord - Executive Vice President
Signature: 
Date: 5/11/22

Idaho Division of Purchasing

Name & Title (Printed): _____
Signature: Quinn Digitally signed
Shea by Quinn Shea
Date: _____ Date: 2022.06.22
15:02:54 -06'00'

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20200080

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Temporary Staffing Services- COGENT
Contract Number:	Infotech Corporation
Parties:	SBPO20200080
	State of Idaho
	COGENT Infotech Corporation
This Renewal Value:	
	350,000.00 USD
Total Contract Value:	
	700,000.00 USD
Start Date:	
	8/6/2021 12:00 AM
End Date:	
	8/5/2022 11:59 PM

Contract Managers: Patrick Murphy; patrick.murphy@adm.idaho.gov
Purchasing Leads: Kaylee Starman; kaylee.starman@adm.idaho.gov

Instructions

SBPO20200080, Statewide Temporary Staffing Services- COGENT Infotech Corporation (the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter SBPO20200080 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Justin Acord

+1 412-889-7700
Govt-Bids@cogentinfo.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Signed By:


Patrick Murphy Contract Administrator

8/9/2021
Date



BRAD LITTLE
Governor
D. KEITH REYNOLDS
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>

July 1, 2021

COGENT Infotech Corporation
Attn: Justin Acord

VIA E-MAIL TRANSMISSION
justin.acord@cogentinfo.com

RE: Renewal of Contract SBPO20200080, a Contract for Temporary Staffing Services for the various State of Idaho Agencies, Institutions, and Departments.

Expiring 8/05/2021

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is August 06, 2021 to August 05, 2022. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

** On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, 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.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Kaylee Starman
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: COGENT Infotech Corporation

BY:

(Signature)

Justin Acord
(Printed Name)

DATE:

07/02/2021



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

Contract SBPO20200080
Contract for Temporary Staffing Services for the
various State of Idaho Agencies, Institutions, and
Departments

Acknowledgment of Idaho State House Bill 220

COGENT Infotech Corporation

“Contractor”

Acknowledges the following by signing below:

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 this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, 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.

Acknowledged by (Print Name): **Justin Acord**

Title: **Executive Vice President**

Signature: 

Date: **07/02/2021**

UPDATED CONTACT INFORMATION for SBPO20200080

Contact Name	Justin Acord
Title	Executive Vice President
Address	1425 Greenway Drive, Suite 340, Irving, Texas 75038
Phone	(412) 889-7700
Fax	(412) 774-1515
E-mail	justin.acord@cogentinfo.com

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Temporary Staffing Services- COGENT
Infotech Corporation
Contract Number: SBPO20200080
Parties: State of Idaho
COGENT Infotech Corporation
This Renewal Value: 0.00 USD
Total Contract Value: 350,000.00 USD
Start Date: 8/6/2020 12:00 AM
End Date: 8/5/2021 11:59 PM

Contract Managers: Gina Cabrera; Regina.Cabrera@adm.idaho.gov
Purchasing Leads: Kaylee Starman; kaylee.starman@adm.idaho.gov

Instructions

SBPO20200080, Statewide Temporary Staffing Services- COGENT Infotech Corporation(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20200080 is attached and incorporated herein by reference.

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Justin Acord

+1 412-889-7700
Govt-Bids@cogentinfo.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed By:

Gina Cabrera

Digitally signed by Gina
Cabrera
Date: 2020.08.03 13:37:21
-06'00'



State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

May 8, 2020

COGENT Infotech Corporation
Attn: Justin Acord

VIA E-MAIL TRANSMISSION
justin.acord@coagentinfo.com

RE: Renewal of Contract SBPO20200080, a Contract for Temporary Staffing Services for the various State of Idaho Agencies, Institutions, and Departments; Expiring 8/05/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is August 06, 2020 to August 05, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Gina
Cabrera

Digitally signed by Gina Cabrera
Date: 2020.05.08 11:42:47 -06'00'

Gina Cabrera
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY:

Cogent Infotech Corporation

BY:

Justin Acord
(Signature)

Justin Acord
(Printed Name)

DATE:

5/8/20

UPDATED CONTACT INFORMATION for SBPO20200080

Contact Name	<u>Justin Acord</u>
Title	<u>VP-Sales</u>
Address	<u>1425 Greenway Drive, Suite 340</u>
	<u>Irving, TX 75038</u>
Phone	<u>412-889-7100</u>
Fax	<u>412-714-1515</u>
E-mail	<u>justin.acord@coagentinfo.com</u>

Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Summary

Purchase Order Name: Statewide Temporary Staffing Services- COGENT Infotech Corporation
Contract Number: SBPO20200080
Contract Value: 350,000.00 USD
Purchase Order Date: 8/5/2019
Submitted By: Kaylee Starman

Instructions

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Statewide Temporary Staffing Services, awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB ITB19000764. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Justin Acord

Phone: +1 412-889-7700

E-mail: Govt-Bids@cogentinfo.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. **THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP.** Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. **DO NOT INVOICE DOP** unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

IDAHO

This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (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 SBPO
2. The State of Idaho's sourcing event, ITB19000764
3. The Contractor's signed Bid

Statewide Temporary Staffing Services:	COGENT Infotech Corporation					
	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
1.) Mandatory Use Postions: (Markup Rate)	25.50%	25.50%	26.50%	26.50%	26.50%	25.50%
2.) Commercial/Industrial:(Markup Rate)	26%	26%	27%	27%	27%	26%
3.) Healthcare Positions:(Markup Rate)	26.50%	26.50%	26.50%	26.50%	26.50%	26.50%
4.) Professional Services Positions:(Markup Rate)	26%	26%	26%	26%	26%	26%

* These are the Categories, Regions, & Markup Rates awarded on this Contract.

Special Instructions:

Internal Comments:

Total \$350,000.00 USD

Signature : Kaylee Starman

Signed By :





**STATE OF IDAHO
DIVISION OF PURCHASING**

**Invitation to Bid (ITB)
ITB19000764**

Statewide Temporary Staffing Services

Amendment 1

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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:	Kaylee Starman, Buyer Idaho Division of Purchasing 304 N. 8 th Street, Room 403 Boise, ID 83702 Kaylee.Starman@adm.idaho.gov 208-332-1611
Submit sealed Bid: MANUAL BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY DOP PRIOR TO THE CLOSING DATE AND TIME.	<u>Address for Courier</u> Idaho Division of Purchasing 304 N. 8 th Street, Room 403 Boise, ID 83702 <u>Address for US Mail</u> Idaho Division of Purchasing P.O. Box 83720 Boise, ID 83720-0075 MANUAL SUBMISSIONS ONLY
Pre-Bid Conference:	Thursday, June 13, 2019, 10:00 a.m. Mountain Time
Pre-Bid Conference Location:	Idaho Division of Purchasing 304 N. 8 th Street, Room 403 Boise, ID 83702
Deadline to Receive Questions:	Tuesday, June 18, 2019, 11:59:59 p.m. Mountain Time
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/State), 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 (Including Office, Clerical and Sales), 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.

The Administrative Support positions listed in **Section 6.10**, will be mandatory use for State of Idaho Agencies. Other positions, as defined in Section 6-Scope of Work, will be optional use.

The State anticipates awarding multiple Contracts in accordance with Idaho Code 67-9211 (as further detailed in **Section 10-Award**, below). <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch92/sect67-9211/>

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 (State) via IPRO:

(<https://purchasing.idaho.gov/information-for-vendors/ipro-epurchasing-system/ipro-login/>). 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: Kaylee Starman, Buyer
Division of Purchasing
Phone: (208) 332-1611
Fax: (208) 327-7320
E-mail: Kaylee.Starman@adm.idaho.gov

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at <https://purchasing.idaho.gov/governing-laws-and-policies/> 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, that will be held at the location and time as indicated in the **ITB Administrative Information** on page 1 of this ITB. Parties interested in attending this conference should notify 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 teleconference 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.

Currently State of Idaho agencies issue individual contracts for temporary staffing services. In order to create efficiencies and reduce cost to taxpayers, Division of Purchasing is issuing a statewide contract for these services.

Historical Spend

The historical total spend for all state agencies is as follows:

2016:	\$ 2,106,669.00
2017:	\$ 2,059,537.00
2018:	\$ 2,079,254.00

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. DOP has attempted to give an accurate estimate of purchases for the contract period based on historical and projected use.

6 SCOPE OF WORK

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

6.1 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 the overtime. Ordering Agencies also reserve the right to give the Contractor a blanket approval for overtime allowed on specific projects, specific work locations or specific temporary staff for a specified period of time.

6.1.1 The State and Ordering Agencies require temporary staff on an “as needed” basis for the duration of this Contract.

6.1.2 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.

6.1.3 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.

6.1.4 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.

6.1.5 Qualifications, knowledge, skills, and abilities required of temporary staff must meet the minimum requirements for each position as outlined in **Sections 6.10 & 6.11**, Nature of Work to be Performed. 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.

6.1.6 The State will require temporary staff on an “as needed” basis for the duration of this Contract.

6.1.7 Temporary staff may be hired as a permanent 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.

6.1.8 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.

6.1.9 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.

6.1.10 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.

6.1.11 **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:

6.1.11.1 **Region # 1**

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

6.1.11.2 **Region # 2**

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

6.1.11.3 **Region # 3**

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

6.1.11.4 **Region # 4**

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

6.1.11.5 **Region # 5**

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

6.1.11.6 **Region # 6**

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

6.1.12 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 6.1.1 – 6.1.12.

6.2 Contractor's Responsibilities

The Contractor(s) must:

6.2.1 Obtain the information as described in **Section 6-Scope of Work** and any other information necessary to determine what job category satisfies each service request.

6.2.2 Follow individual Ordering Agencies required fulfillment timeframes, which will be provided by the Ordering Agency.

6.2.3 Confirm with the Ordering Agency the arrival of its temporary staff by telephone within thirty (30) minutes after scheduled arrival time.

6.2.4 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.

6.2.5 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.

6.2.6 Maintain a pool of tested, qualified, and available temporary staff in order to assure adequate and timely staffing, available to Ordering Agencies upon notification, including at times an "as soon as possible" timeframe.

6.2.7 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.

6.2.8 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.

6.2.9 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.

6.2.10 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.

6.2.11 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.

6.2.12 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.

6.2.13 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.

6.2.14 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.

6.2.15 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/>

6.2.16 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.

Provide a statement affirming your understanding of and ability and willingness to meet the requirements of each Contractor Responsibility in Sections 6.2.1 – 6.2.16.

6.3 Ordering Agency's Responsibilities

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:

6.3.1 Number of temporary staff needed;

6.3.2 Job duties;

6.3.3 Equipment to be used;

6.3.4 Knowledge, skills and education and/or experience;

6.3.5 Computer software to be used;

6.3.6 Hours of work;

6.3.7 Expected length of assignment;

6.3.8 Job related attire;

6.3.9 Position location;

6.3.10 Procuring Agency contact person; and

6.3.11 Other pertinent job-related information.

6.3.12 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.

6.3.13 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.

6.4 Work Hours

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/>

6.4.1 Temporarily assigned temporary staff will not be paid for their lunch hour.

6.4.2 Agencies have the right to request temporarily assigned temporary staff for holiday, evening/night, weekend or shift work.

6.4.3 Work hours may vary by Ordering Agency and by job duty.

6.4.4 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.

6.4.5 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.

6.4.6 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.

6.5 Travel

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. Mark-up rates must not be added to travel costs.

<https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>

6.5.1 Travel authorizations must be given before travel occurs per Ordering Agency's internal policies.

6.5.2 Travel expenses submitted for reimbursement must follow Ordering Agency's internal policies.

6.5.3 The temporary staff and the Ordering Agency's contact person must sign the travel expense form.

6.5.4 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.

6.5.5 The type of position requiring travel will vary based on the individual Ordering Agency's requirements.

6.6 Placement

6.6.1 Agencies may refer a 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.

6.6.3 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)).

6.6.4 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.

6.6.5 Ordering Agencies may select Contractor(s) within their geographic region based on the preference of the Ordering Agency.

6.6.6 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 6.6.1-6.6.6.

6.7 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’.

6.7.1 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.

6.7.2 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.

6.7.3 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 6.7-6.7.2.

6.8 Termination

If the Contractor(s) fail to deliver, or fail 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 Contract provisions in the Contract, Ordering Agencies will notify the Contractor. In the event of unsatisfactory response from the Contractor, Ordering Agencies will file a fully-documented complaint with DOP.

6.8.1 DOP will verify the complaint, 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:

- 6.8.1.1 Demand performance of the Contract
- 6.8.1.2 Modify or cancel the Contract
- 6.8.1.3 Pursue any other legal remedies available

6.9 Pre-Award Contract Kick-Off Meeting

The apparent successful Contractor(s) must attend the Pre-Award Contract Kick-Off meeting. The meeting will be held prior to Contract Award.

6.10 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 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.

6.10.1 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.

6.10.1.1 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 performance of assigned tasks. Work is repetitive in nature and well defined by guidelines and established procedures.

6.10.1.2 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.

6.10.1.3 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.

6.10.1.4 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.

6.10.1.5 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.

6.10.1.6 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.

6.10.1.7 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.

6.10.1.8 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 35 pounds.

6.10.1.9 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.

6.10.1.10 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 6.10.1.1 -6.10.1.10.

6.11 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.

6.11.1 Commercial/Industrial Worker Positions

6.11.1.1 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.

6.11.1.2 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.

6.11.1.3 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.)

6.11.1.4 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.

6.11.2 **Healthcare Staffing Service Positions**

6.11.2.1 Program Specialist– Staff person will research, develop and interpret rules, policies and procedures; make recommendations for program design and improvement; performs related work.

6.11.2.2 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.

6.11.2.3 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.

6.11.2.4 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>).

6.11.2.5 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.

6.11.2.6 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.

6.11.2.7 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).

6.11.2.8 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).

6.11.2.9 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).

6.11.2.10 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).

6.11.2.11 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).

6.11.2.12 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).

6.11.3 Professional Services Positions:

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 the requirements of providing Optional Use Position Temporary staff to Ordering Agencies in Sections 6.11.1 -6.11.3.

7 COST

Individual Ordering Agencies will provide the Contractor(s) with the pay rate allowed for each position requested. Provide your fully-burdened mark-up rate for each of the six (6) Regions listed on the Bid Schedule (**ATTACHMENT 2**). A fully-burdened mark-up rate does not have to be provided for each District to be considered for award.

8 BILLING PROCEDURE

Invoices must be provided by the Contractor(s) in weekly increments. For invoicing purposes, a week is defined as running from Sunday through Saturday. Contractor(s) must submit each week's invoice within two weeks of each given week's end. No invoice will be accepted or paid without receipt of any required documentation. Invoices submitted without the Ordering Agency's required documentation will be returned to the Contractor for resubmission.

8.1 Contractor(s) must use the following invoice procedures:

8.1.1 Must be submitted on Contractor letterhead.

8.1.2 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.

8.1.3 Hourly rate billed (including mark-up) and total amount billed for each individual temporary staff, based upon the corresponding hours for that week.

- 8.1.4 List the total amount of allowable miles reimbursed for each applicable temporary staff for that week.
- 8.1.5 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.
- 8.1.6 Invoices that contain errors will be returned to the Contractor for correction.
- 8.1.7 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:

- 8.1.8 IPRO PO/Contract number.
- 8.1.9 Identification of the Ordering Agency's location that each contracted personnel is working.
- 8.1.10 Identification of the week being billed (i.e., beginning and ending date range of week being billed).
- 8.1.11 Grand total amount billed for all temporary staff for that week.
- 8.1.12 Name of authorized individual and contact information for Contractor.
- 8.1.13 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. A signed .pdf version is acceptable if the bid is submitted electronically.

9.1.3 Disclosure of Adverse Actions

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.

9.1.4 Cover Letter

The Technical Bid must include a cover letter on official letterhead of the Bidder; with the Bidder's name, mailing address, telephone number, facsimile number, e-mail address, and name of the Bidder's authorized signer. The cover letter must identify the ITB Title and number and must be signed by an individual authorized to commit the Bidder to perform the requirements. In addition, the cover letter must include:

9.1.4.1 Identification of the Bidder's corporate or other legal entity status. Bidders must include their tax identification number. The Bidder must be a legal entity with the legal right to contract.

9.1.4.2 A statement indicating the Bidder's acceptance of and willingness to comply with the requirements of the ITB and appendices, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html) and any Special Terms and Conditions included in **APPENDIX 1**.

9.1.4.3 A statement of the Bidder's compliance with affirmative action and equal employment regulations.

9.1.4.4 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.

9.1.4.5 A statement naming the firms and/or staff responsible for writing the Bid.

9.1.4.6 A statement that Bidder is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://sam.gov/SAM>.

9.1.4.7 A statement affirming the Bid will be firm and binding for one hundred-twenty (120) calendar days from the Bid opening date.

9.1.4.8 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.

9.1.5 A completed and signed copy of ATTACHMENT 4 – Public Agency Acknowledgment.

9.2 **MANUALLY SUBMITTED BIDS ONLY**

All Bids must be submitted Manually for this solicitation due to DOP's migration to a new eProcurement system. Manually submitting bids will help ensure there is no loss of bid submissions. Bids must be submitted manually in a sealed envelope/package. 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.

Manual Submission

If submitting manually (via U.S. Mail, courier or hand-delivery), seal all Required Bid Submission Items in a single envelope or package (*be certain to include an original hand-written signature in ink OR an electronic signature on the State of Idaho Signature Page*) and label the outside of the package as follows:

Attn: Kaylee Starman, Idaho Division of Purchasing
Bidder Name: (Company Name)
ITB Number: ITB19000764
ITB Title: Statewide Temporary Staffing Services

Bidders submitting manually must provide one (1) original and one (1) copy of their Bids, as well as an electronic copy on a USB or CD. Please clearly identify the original manual submission and be certain that the Signature Page is located at the front of the original Bid.

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(s) 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. <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch92/sect67-9211/>.

10.1 Responsibility

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(s) are responsible. As part of the responsibility review, the ITB Lead may require the apparent low-cost Bidder(s) 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 & PERFORMANCE METRICS

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 in **ATTACHMENT 3 – Performance Metrics**. 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.

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.

14 RECORDS MAINTENANCE

Contractor(s) must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor(s) pursuant to the Contract. These records must be retained by the Contractor(s) 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.

15 AUDIT RIGHTS

The Contractor(s) 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.

16 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 will 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 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.

APPENDIX 1 - SPECIAL TERMS AND CONDITIONS **ITB19000764 – Temporary Staffing Services**

Note: In the event of conflict with the State’s Standard Terms and Conditions, or other terms, conditions or requirements contained in this ITB, the following provisions will take precedence

1 AGENCY USE OF EXISTING CONTRACTS

State Agencies (as defined in the State Procurement Act, Idaho Code 67-9201 et seq.) are required to utilize any current active contracts their Agency has in place until that contract expires (exempt State Agencies and other Ordering Agencies may begin using the new contract(s) upon execution).

<https://purchasing.idaho.gov/governing-laws-and-policies/>.

2 POINT OF CONTACT

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.

3 CONTRACT MONITORING

3.1 The State will monitor the Contract utilizing any one (1) or more of the following methods:

- 3.1.1 In-person or telephonic meeting to discuss performance of the Contract;
- 3.1.2 Survey of the Contractor and Agencies;
- 3.1.3 Additional reports submitted from the Contractor; or
- 3.1.4 Any other means the State chooses to employ to accurately monitor the Contract.

4 REPORTING REQUIREMENTS

Quarterly Usage Reports are required as outlined in **Section 5** of the State of Idaho Standard Contract Terms and Conditions. The SBPO Summary Usage Report can be found on the State of Idaho Purchasing website <https://purchasing.idaho.gov/information-for-vendors/>.

5 INSURANCE REQUIREMENTS

See the IPRO Requirements Section.

6 ADMINISTRATIVE FEE

Any contract resulting from this solicitation will be subject to **Section 5** of the State’s Standard Terms and Conditions as outlined below:

A. Application of Administrative Fee

- 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:
 - a. 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 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

b. 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, utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:

1st Quarter July 1 - Sept 30 October 31st

2nd Quarter Oct 1 - Dec 31 January 31st

3rd Quarter Jan 1 - Mar 31 April 30th

4th Quarter Apr 1 - Jun 30 July 31st

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).

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.

~~B. Administrative Fee Exemptions~~

~~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.~~

~~2. The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).~~

~~3. The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.~~

~~4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.~~

C. Payment of Administrative Fee

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

1. SBPOs: Contractor must remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. 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 STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS January 1, 2017 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

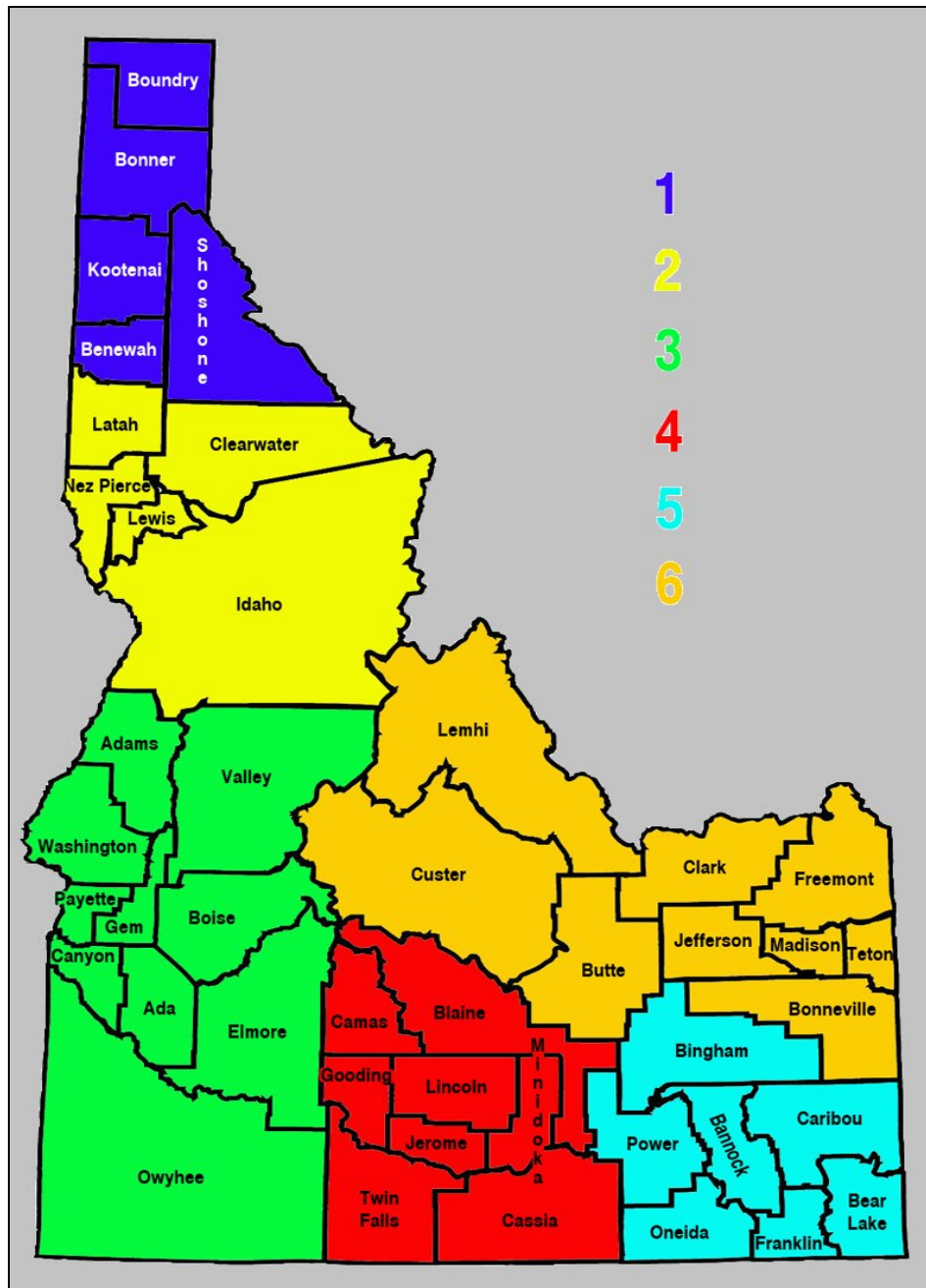
Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

E. 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.

APPENDIX 2- STATEWIDE REGION MAP

ITB19000764 Temporary Staffing Services



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, Fremont, Jefferson, Lemhi, Madison, Teton Counties.

ATTACHMENT 1-BIDDER QUESTIONS
ITB19000764
Statewide Temporary Staffing Services

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."

ITB19000764 Statewide Temporary Staffing Services

	ITB Section	ITB Page	Question	Response
1				
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ATTACHMENT 2-BID SCHEDULE

ITB19000764 Statewide Temporary Staffing Services

This completed Bid Schedule must be submitted with your response.

NOTE: The Mark-Up Rate Bid for this Contract will be used for all positions currently listed in Section 6.10 and any similar positions added during the Contract period by individual Ordering Agencies. The Mark-Up Rate Bid must be fully-burdened, including, but not limited to wages, administrative overhead, and **MUST** incorporate all requirements as specified in this ITB (including all background check costs).

Bidder must complete the following by submitting a Fully Burdened Mark-Up Rate Bid for the **Mandatory Use Position Classifications (Section 6.10)** for any of the individual Districts or for all six (6) Districts:

MANDATORY USE POSITION CLASSIFICATION:

	Region # 1
Mark-Up Rate = %	

	Region # 2
Mark-Up Rate = %	

	Region # 3
Mark-Up Rate = %	

	Region # 4
Mark-Up Rate = %	

	Region # 5
Mark-Up Rate = %	

	Region # 6
Mark-Up Rate = %	

OPTIONAL USE POSITION CLASSIFICATION:

Please provide your Mark-up Rate Percentage for the following **Optional Use Position Classifications (Section 6.11)**:

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

	Region # 2
Mark-Up Rate = %	

	Region # 3
Mark-Up Rate = %	

	Region # 4
Mark-Up Rate = %	

	Region # 5
Mark-Up Rate = %	

	Region # 6
Mark-Up Rate = %	

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

	Region # 2
Mark-Up Rate = %	

	Region # 3
Mark-Up Rate = %	

	Region # 4
Mark-Up Rate = %	

	Region # 5
Mark-Up Rate = %	

	Region # 6
Mark-Up Rate = %	

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

Will your Company be available to begin providing the services required in this ITB on an “as requested” basis as soon as the Contract is awarded?

YES _____ **NO _____

**A “NO” answer may disqualify your bid from consideration. If your company is not able to begin providing services right away, please note when you could begin providing services:

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

ATTACHMENT 3 – PERFORMANCE METRICS

ITB19000764

Temporary Staffing Services

- 1. Metric Description:** Nature and Scope of work to be performed (**Section 6**) – 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.
- 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.

ATTACHMENT 4 – PUBLIC AGENCY ACKNOWLEDGEMENT
ITB19000764
Statewide Temporary Staffing Services

Prices offered in this ITB must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "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. It will be the responsibility of the "Public Agency" to independently contract with the Bidder and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from contracts established by the Division of Purchasing. <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch23/sect67-2327/>.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Response.
Failure to accept this provision will result in a finding that your Bid is non-responsive.

YES _____

NO _____

Name of Bidder: _____

ITB19000764 Statewide Temporary Staffing Services

	ITB Section	ITB Page	Question	Response
1	6.1.7	4	Could you define the phrase “and hiring process have been complied with”? Who sets the Temp-to-Hire time frames?	This will be determined by the Ordering Agencies. Each Ordering Agency has internal processes for hiring new employees and timeframes may be different depending on internal policies.
2	6.1.7	4	Contractor does not agree to the last sentence of this clause. Propose alternative as: “If Ordering Agency converts Contractor’s temporary staff to a permanent employee, a percentage of the candidates’ annual salary will be due. If the temporary staff is converted to a permanent employee before the completion of 520 hours, the fee will equal 20% of the annual salary. No fee will be owed after 520 hours billed and paid.” Including a conversion fee is equitable to both parties, and rate of 20% is fair to both parties.	See ITB Amendment 1 Section 6.1.7 for amended language.
3	6.2.10	6	What is a “project log”? Is it a timecard?	A project log is referring to the document that encompasses the temporary staff members time and all other pertinent information. Yes, this would be considered a timecard.
4	6.4	7	Are work hours for healthcare personnel also generally 8 a.m. to 5 p.m., or can they also be evening and overnight shifts?	For healthcare temporary staff hours will vary depending on the Ordering Agency’s needs. There may be times alternative work schedules will be necessary.
5	6.4.4	8	Please define the Assurance Guarantee described. Does the State expect be credited for more than the first 8 hours of time worked by an unsatisfactory temporary employee? The Contractor would expect to be notified immediately if a temporary employee is not satisfactory and not be penalized for time worked beyond the first eight hours.	In Section 6.4.4 the contract states that the Contractor will not charge for a replacement within the first 8 hours of service. If a replacement is needed outside the initial 8-hour window, then the Contractor will issue a credit invoice to the Ordering Agency for the timeframe of notification to Contractor to the time a replacement is made.

	ITB Section	ITB Page	Question	Response
6	6.10/6.11	9-13	RE: Mandatory usage. Can the Contractor only agree to supply staff for clinical healthcare positions?	Yes, please see amendment made to Attachment 2- Bid Schedule for the allowance of bidding on Optional Use Positions separately by each Region.
7	6.11	11	Contractor does not supply temporary staff for "Commercial/Industrial Workers" and "Healthcare Staffing Service Positions."	The Contractor is not required to provide Optional Use positions to bid on this ITB.
8	8.1.12	15	Is the "authorized individual" the temporary employee or Contractor contact person?	The "authorized individual" is the Contractor's point of contact.
9	13.4	18	RE: Remedy of Withholding payment "to the extent the Contractor fails to perform..." What defines failure which leads to withholding payment, i.e., failure to fill a requested job order in full, or in part? Or, filling a job order but the employee is removed for cause?	This would apply if Contractor fails to meet Contractual requirements, for example not meeting Performance Metrics or Insurance requirements and is only one of the potential Remedies.
10	Appendix 1 Section 6	19	Administrative fee- Will this be applicable to Contractor?	Yes the Administrative Fee will be applicable to the awarded Contractor(s).
11	General		Where in the Bid Response are the "affirming Statements" required to meet the General Requirements of various sections to be placed?	The only requirement is that they are included in your bid.
12	General		Can you kindly advise what type of staffing services the State is seeking? Specifically, does the State require staffing of healthcare professionals, such as registered nurses, licensed practical nurses, certified nursing assistants or nurse practitioners?	The type of Staffing Services the State is seeking is detailed in Sections 6.10 & 6.11. The State is seeking staffing of healthcare professionals please refer to Section 6.11.2 Healthcare Staffing Service Positions.
13	General		How many vendors will be awarded?	The number of Vendors to be awarded is undetermined at this time.
14	General		What is the estimated budget?	Please refer to Section 5-Background under Historical Spend. Since this solicitation will result in a new Statewide contract, we are unsure what all the State agencies and political subdivisions total anticipated usage/spend will be.

	ITB Section	ITB Page	Question	Response
15	General		Who is the incumbent vendor?	There isn't an incumbent. This is the first solicitation for Statewide Temporary Staffing.
16	General		Is there a current vendor of the temporary staffing services requested in this IFB and if so, who is that vendor?	No. This is the first solicitation for Statewide Temporary Staffing.
17	General		If there is a current vendor, what are the hourly rates being charged for the provision of these temporary staff for each position listed in this ITB.	There isn't a current Statewide vendor.
18	General		Is there a requirement that the Awarded Contractors selected have a physical location in the State?	No, there is no requirement that states the Awarded Contractors have to have a physical location in the State.
19	General		Do you have a targeted number of Awarded Contractors per Region?	This is dependent on the need of each region and is undetermined at this time. However, we anticipate there will be multiple awards for each region.
20	General		Will there be a requirement that the Order Agency contact all Awarded Contractors in that Region to fill a particular open opportunity?	State Statute 67-9211 Multiple Awards state "State agency shall make purchases from the contractor whose terms and conditions regarding price, availability, support services and delivery are most advantageous to the agency." https://legislature.idaho.gov/statutesrules/idstat/Title67/T67CH92/SECT67-9211/
21	General		May we request a list of healthcare facilities or agencies and their healthcare settings, which may ask for healthcare personnel from Contractor?	You may submit a Public Records Request with individual Agencies to get that information.
22	General		Who are the current vendors servicing this contract?	There isn't a current vendor. This is the first solicitation for Statewide Temporary Staffing.
23	General		Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?	This is the first Statewide Temporary Staffing Services solicitation and is intended to consolidate solicitations and reduce cost.
24	General		To offer you a competitive pricing structure, we would like to know current markup to the State.	The State does not currently have a Statewide contract. You may submit Public Records Request to Individual State Agencies to get that information.

	ITB Section	ITB Page	Question	Response
25	General		How many temporary consultants were placed during the last contract?	This is the first Statewide Temporary Staffing Services contract. We do not have a current Statewide contract and do not have this information.
26	General		Given the holiday weekend, can the State of Idaho offer an deadline extension to be sure bidders have adequate response time?	The State will ensure 10 business days from the date Questions & Answers are posted to IPRO and the ITB closing date.
27	Standard Terms & Conditions Section 14		<p>Clarification is needed for Clause 14 in regards to definition of "Property", as contractor only provides services on a time and hour basis.</p> <p>"Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), Contractor shall be compensated on a time and materials basis only. Contractor is a temporary staffing contractor and does not provide deliverables." This language is fair to both parties and makes clear Contractors services.</p>	State of Idaho Standard Terms and Conditions Section 14 in not applicable to the resulting Contract(s).
28	Standard Terms & Conditions Section 18		What constitutes "installation"?	State of Idaho Standard Terms and Conditions Section 18 in not applicable to the resulting Contract(s).
29	Standard Terms & Conditions Section 18		<p>As Contractor is temporary staffing contractor, and does not provide deliverables or a product, propose to delete the existing clause 18 and replace with text seen in response box. This allows State to object to services that are performed to states reasonable satisfaction.</p> <p>"If the services are not performed to States reasonable satisfaction based on demonstrable concerns and issues, Contractor shall cause its assigned individuals to perform up to a maximum of forty (40)</p>	State of Idaho Standard Terms and Conditions Section 18 in not applicable to the resulting Contract(s).

	ITB Section	ITB Page	Question	Response
			hours of services to re-perform the services without charge, provided that Contractor is notified within ninety (90) days of the date that the services were provided.”	
30	Standard Terms & Conditions Section 20		Unclear when payment is due by the State; propose following language in response box to clarify payment terms. Understood that invoices will be done weekly. “Contractors invoices are due within thirty (30) days of receipt.”	The ITB document supersedes the Standard Terms and Conditions. Invoices will be paid according to ITB Section 8 Billing Procedure.
31	Standard Terms & Conditions Section 29		Besides address indicated on Contractor’s Bid, notice shall also be given to Contractor at the following address: 2613 Camino Ramon, San Ramon, CA 94583 Attn. Client Contracts Department.	This information can be included on the Contract Purchase Order (CPO) which is issued upon Award of the Contract(s).
32	Standard Terms & Conditions Section 32		Contractor rejects 5% penalty. Contractor verifies all candidates eligibility to legally work in the U.S.	The State will not change the language. The requirement remains as written.
33	Standard Terms & Conditions Section 35		Contractor has multiple locations, and this agreement is only applicable to the location in Boise, ID. Please insert the following language: “This Agreement is only applicable to, and the only Contractor branch and division(s) obligated under this Agreement are, the X and X (TBD so not to disclose Contractor’s name in this response per rules) division(s) of the branch office located in Boise, ID.”	The Proposer can identify, in their Proposal, which of their branches will be providing the performance obligations/services for the Contract. Contract obligations are attributable to the Vendor the State enters into a contract with and can not be limited to a branch office.
34	Standard Terms & Conditions		Additional terms are required for Contractor. By accepting Contractor’s terms, it indicates that State has allowed for review of States Terms and Conditions and allows for Contractor to negotiate mutually acceptable terms. Please	Each Ordering Agency will define the scope of work for each job position when requesting temporary staff. The Ordering Agency will ensure the temporary staff are limited to and only work within the defined scope of work.

	ITB Section	ITB Page	Question	Response
			<p>include as follows: “State shall supervise Contractor’s assigned individuals providing services to State. State shall not permit or require an assigned individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to perform services remotely (e.g., on premises other than States or State’s customer’s premises); or to use computers, or other electronic devices, software or network equipment owned or licensed by the assigned individual; or (vii) to operate machinery (other than office machines) or automotive equipment. Since Contractor is not a professional accounting firm, State agrees that it will not permit or require an assigned individual (a) to render an opinion on behalf of Contractor or on States’s behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.</p> <p>If State requires Contractor to perform background checks or other placement screenings of Contractor’s assigned individuals, State agrees to notify Contractor prior to the start of services under this Agreement. Contractor will</p>	<p>ITB Section 6.7 Background Checks states “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.”</p>

	ITB Section	ITB Page	Question	Response
			<p>conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If State requests a copy of the results of any checks conducted on</p> <p>Contractor’s assigned individuals, State agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.</p> <p>Contractor’s assigned individual will submit a time sheet or an electronic time record for States verification and approval at the end of each week.”</p>	<p>See ITB Amendment 1, Section 6.7.3 Background Checks for amended language.</p> <p>This is addressed in the ITB Section 6.2.10.</p>

INVITATION TO BID

STATEWIDE TEMPORARY STAFFING SERVICES

ITB#19000764

Proposed To:



KAYLEE STARMAN, BUYER
Idaho Division of Purchasing
304 N. 8th Street, Room 403
Boise, ID 83702

Proposed By:



cogent infotech

COGENT INFOTECH CORPORATION
5605 North MacArthur Blvd.,
Suite 1000, Irving, Texas 75038
P: (972) 200-0109 | F: (412) 774-1515
Justin.Acord@cogentinfo.com

DUE DATE: JULY 08, 2019 | 05:00 PM MST

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BID SCHEDULE

ATTACHMENT 2-BID SCHEDULE

ITB19000764 Statewide Temporary Staffing Services

This completed Bid Schedule must be submitted with your response.

NOTE: The Mark-Up Rate Bid for this Contract will be used for all positions currently listed in Section 6.10 and any similar positions added during the Contract period by individual Ordering Agencies. The Mark-Up Rate Bid must be fully-burdened, including, but not limited to wages, administrative overhead, and **MUST** incorporate all requirements as specified in this ITB (including all background check costs).

Bidder must complete the following by submitting a Fully Burdened Mark-Up Rate Bid for the **Mandatory Use Position Classifications (Section 6.10)** for any of the individual Districts or for all six (6) Districts:

MANDATORY USE POSITION CLASSIFICATION:

	Region # 1
Mark-Up Rate = %	25.50%

	Region # 2
Mark-Up Rate = %	25.50%

	Region # 3
Mark-Up Rate = %	26.50%

	Region # 4
Mark-Up Rate = %	26.50%

	Region # 5
Mark-Up Rate = %	26.50%

	Region # 6
Mark-Up Rate = %	25.50%

OPTIONAL USE POSITION CLASSIFICATION:

Please provide your Mark-up Rate Percentage for the following **Optional Use Position Classifications (Section 6.11)**:

Commercial/Industrial Worker Positions	
	Region # 1
Mark-Up Rate = %	26.00%

	Region # 2
Mark-Up Rate = %	26.00%

	Region # 3
Mark-Up Rate = %	27.00%

	Region # 4
Mark-Up Rate = %	27.00%
	Region # 5
Mark-Up Rate = %	27.00%
	Region # 6
Mark-Up Rate = %	26.00%

Healthcare Staffing Service Positions	
	Region # 1
Mark-Up Rate = %	26.50%
	Region # 2
Mark-Up Rate = %	26.50%
	Region # 3
Mark-Up Rate = %	26.50%
	Region # 4
Mark-Up Rate = %	26.50%
	Region # 5
Mark-Up Rate = %	26.50%
	Region # 6
Mark-Up Rate = %	26.50%

Professional Services Positions:	
	Region # 1
Mark-Up Rate = %	26.00%
	Region # 2
Mark-Up Rate = %	26.00%
	Region # 3
Mark-Up Rate = %	26.00%

	Region # 4
Mark-Up Rate = %	26.00%
	Region # 5
Mark-Up Rate = %	26.00%
	Region # 6
Mark-Up Rate = %	26.00%

Will your Company be available to begin providing the services required in this ITB on an “as requested” basis as soon as the Contract is awarded?

YES **NO

**A “NO” answer may disqualify your bid from consideration. If your company is not able to begin providing services right away, please note when you could begin providing services:

Company Name of Bidder: COGENT Infotech Corporation

Contact Name/Phone: Justin Acord / (412) 889-7700

Contact E-mail: Govt-Bids@cogentinfo.com

DISCLOSURE OF ADVERSE ACTIONS

To,
KAYLEE STARMAN, BUYER
Idaho Division of Purchasing
304 N. 8th Street, Room 403
Boise, ID 83702

Subject: "Disclosure of Adverse Actions"

The undersign confirms that COGENT doesn't have any current, pending or past adverse actions.

Sincerely,



Justin Acord, Vice President - Sales
COGENT Infotech Corporation

COVER LETTER

To,
KAYLEE STARMAN, BUYER
Idaho Division of Purchasing
304 N. 8th Street, Room 403
Boise, ID 83702

Subject: “Cover Letter - ITB#19000764 - Statewide Temporary Staffing Services”

COGENT Infotech Corporation (COGENT) is pleased to provide response to the “ITB#19000764 - Statewide Temporary Staffing Services” which is due on July 8th, 2019. Our proposal submission includes all the required information and documentation as instructed in ITB document. This response is based on information in the ITB document and its addendum **#1, #2 & #3**.

COGENT is a national, award winning consulting firm with extensive experience in providing Temporary Staffing Services to the Public sector. COGENT has 15+ years of experience successfully providing similar Temporary Staffing Services to several State Government clients including but not limited to the State of Texas, New York, Florida, Georgia, Colorado, New Jersey, Virginia, Oregon and Pennsylvania.

The following are the offeror details and contact details of the executive who has the authority to contract with the organization and POC for the content of the COGENT’s proposal.

Company Name	: COGENT Infotech Corporation
Ownership Structure	: Corporation
Point of Contact	: Justin Acord, Vice President - Sales
Company Address	: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241
FEIN	: 32-0083904
Phone	: (412) 889-7700
Fax	: (412) 774-1515
E-mail	: Justin.acord@cogentinfo.com
Website	: http://www.cogentinfo.com/

COGENT accepts and is willing to comply with requirements of the ITB and appendices, including but not limited to the State of Idaho Standard Contract Terms and Conditions and any special Terms and conditions included in Appendix 1.

COGENT will comply with affirmative action and equal employment regulations.

COGENT has not employed any company or person other than a bona fide employee working solely for the COGENT or a company regularly employed as its marketing agent, to solicit or secure the contract, and that COGENT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for COGENT or a company regularly employed by COGENT 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. COGENT understands and agrees 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.

Mr. Justin Acord, Vice President Sales is the responsible staff for writing the Bid.

COGENT is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

COGENT affirms the Bid will be firm and binding for one hundred-twenty (120) calendar days from the Bid opening date.

COGENT 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.

We pride ourselves on providing services at the highest level possible to the Idaho Division of Purchasing (DOP/State) in the stipulated period, if awarded with the contract.

Sincerely,



Justin Acord, Vice President - Sales
COGENT Infotech Corporation

ATTACHMENT 4 - PUBLIC AGENCY ACKNOWLEDGEMENT**ATTACHMENT 4 – PUBLIC AGENCY ACKNOWLEDGEMENT
ITB19000764
Statewide Temporary Staffing Services**

Prices offered in this ITB must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "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. It will be the responsibility of the "Public Agency" to independently contract with the Bidder and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from contracts established by the Division of Purchasing. <https://legislature.idaho.gov/statutesrules/idstat/title67/t67ch23/sect67-2327/>.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Response.
Failure to accept this provision will result in a finding that your Bid is non-responsive.

YES NO

Name of Bidder: COGENT Infotech Corporation

6.1 TEMPORARY STAFFING SERVICES GENERAL REQUIREMENTS

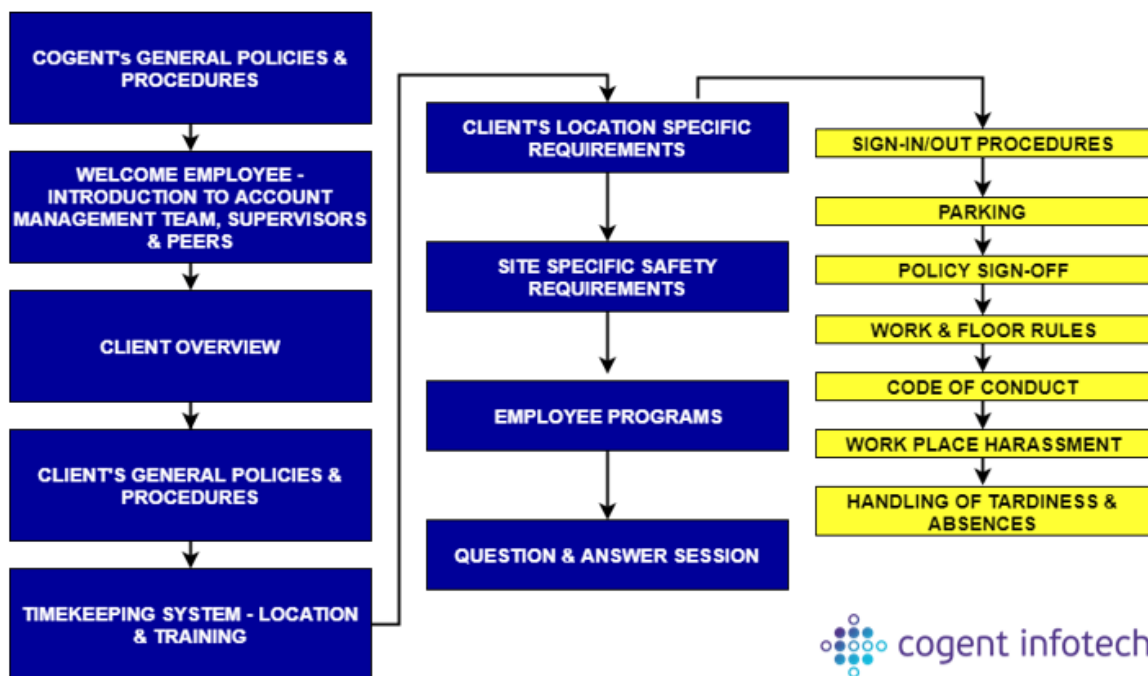
The Contractor must make every effort to provide State of Idaho agencies and political subdivisions (Ordering Agencies) with temporary staff who are seeking placement for the length of time specified in each request. Ordering Agencies will not always know the length of time needed for certain positions, 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 the overtime. Ordering Agencies also reserve the right to give the Contractor a blanket approval for overtime allowed on specific projects, specific work locations or specific temporary staff for a specified period of time.

6.1.1 The State and Ordering Agencies require temporary staff on an “as needed” basis for the duration of this Contract.

COGENT understands the above-mentioned requirement and is willing to provide the State and Ordering Agencies temporary staff on an “as needed” basis for the duration of this Contract.

6.1.2 All temporarily assigned temporary staff will be appropriately dressed for the assignment and must maintain a professional demeanour. 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.

COGENT understands the above-mentioned requirement and will ensure the temporary staff assigned will be appropriately dressed for the assignment and maintain a professional demeanour. When a new staff joins a project, our Account Manager provides an orientation to the project. Below provided is a flowchart which depicts major areas of discussion during the orientation.



6.1.3 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.

COGENT understands the above-mentioned requirement and will ensure the temporary assigned staff is available for the entire length of the assignment and if a replacement is required, a qualified replacement

will be provided within twenty-four (24) hours of notification, including weekends and holidays. Below provided is our process for candidate replacement.

Staff vacancies are addressed through the normal hiring process. The project office works to advertise positions and perform interviews. Staff may also be replaced by redirecting resources from within or outside of the project, or their workload may be absorbed by other staff.

Consultant staff will be replaced in accordance with the procedures of their SOW. Resumes for proposed replacements will be submitted for approval. Replacement staff will meet the minimum qualifications for the position and generally are subject to an interview in addition to a review of their resume and qualifications. Prior work references will be checked. Where possible, the replacement staff will begin work prior to the original staff departure to ensure appropriate transition of responsibilities and knowledge. At a minimum, job shadowing is performed for at least one week before staff transition of the project.

6.1.4 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.

COGENT understands the above-mentioned requirement.

6.1.5 Qualifications, knowledge, skills, and abilities required of temporary staff must meet the minimum requirements for each position as outlined in Sections 6.10 & 6.11, Nature of Work to be Performed. 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.

COGENT understands the above-mentioned requirement and will ensure that the qualifications, knowledge, skills, and abilities required of temporary staff meets the minimum requirements for each position as outlined in Sections 6.10 & 6.11 and nature of work to be performed. Also, we will confirm the temporary staff provided has 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.

6.1.6 The State will require temporary staff on an “as needed” basis for the duration of this Contract

COGENT understands the above-mentioned requirement and will provide temporary staff on an “as needed” basis for the duration of this Contract.

6.1.7 Temporary staff may be hired as a permanent employee of the Ordering Agency if, the Ordering Agencies and 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.

COGENT understands the above-mentioned requirement.

6.1.8 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.

COGENT understands the above-mentioned requirement.

6.1.9 Ordering Agencies have the right to refer qualified potential applicants to the Contractor(s) for screening and assignment to fulfil the Ordering Agency’s needs.

COGENT understands the above-mentioned requirement. Below provided is our candidate screening process.

Recruiters initially screen resumes for basic requirements of all applicants for a position. The screen covers the basic qualification information including:

- Availability
- Suitable Educational Qualification
- Requisite number of years of work experience in relevant technologies or functional areas
- Accurate project duration dates, references for last three or four projects
- Initial verification of skill-set and summary of technical knowledge
- Additional HR related information will be gathered (W2, I-9 etc.)

Once the candidate has passed through the initial phase of screening we perform the below mentioned screening tasks:

- **Review of Skills**

The SME is assigned to work with a Sales/Account Executive and designated accounts to become as familiar with the account as the Sales/Account Executive and the technical environment of the client. The SME will then speak with the candidate to further qualify the candidate and inform them candidate of the account details, location, project information (technical requirements, functional requirements, type of applications, team size, and other relevant technical/functional information the candidate may have questions about.).

Once the candidate has been approved for submittal to the client by the SME, the SME will recommend to the Sales/Account Executive to submit the candidate to the client for a requirement

- **Employment Verification**

In this phase we verify the employment history to confirm the work experience conveyed by the candidate to us and to be sure the candidate possesses the best suited professional background and appropriate work experience required for this position. As a part of verification, we directly contact the candidate's previous company to confirm the information provided is true. Also, we request W-2 or other document as proof of work history from candidate.

- **Review of job duties at most recent placement(s)**

The role of the Resource Manager (RM) is to work closely with the Account/Sales Executives and the client to understand technical and functional needs of a requirement/position. Resource Managers have a technical background and are all former field employees with practical technical project experience of no less than 5-7 years with COGENT. Once the RM receives a resume from the recruiter for a position a very detailed technical screen takes place including a very detailed discussion of all projects on the resume to verify that the resume best reflects the technologies used, where and how each skill was used, what type of applications the project entailed, and overall role of the candidate on the project.

Once this initial discussion is completed, the Resource Manager will verify any/all relevant Certifications listed on the resume, and subsequently determine whether the candidate is appropriately suited technically and functionally for a position

- **Reference Check& Reason for leaving last assignment**

Every perspective candidate is accepted only after obtaining a complete reference check. In this process we evaluate various factors like performance, attitude, aptitude with three former employers and we also verify Reason for leaving last assignment. The references also provide COGENT with a broad understanding of the candidate's technical background, strengths, and areas of needing improvement but also their work ethics and social skills. A minimum of three supervisory references of 5 years of experience is the minimum number of references required.

COGENT also does the following to ensure the references given to us is credible:

- ❖ All email addresses given must be employer email addresses.
- ❖ All references given must be Management level personnel who can discuss the candidate's skills objectively.
- ❖ If the reference has a LinkedIn profile, we will review it to ensure validity.

- **Criminal History Background Check**

Here we look up and compile criminal records, commercial records and financial records of the candidate. This check acts as a means for us to judge a candidate's past mistakes, character and fitness, and to identify potential hiring risks for safety and security reasons.

- **Validating Pre-Employment Experience**

In initial screening by our Technical Recruiter screens basic requirements which includes:

- ❖ Number of years of work experience in relevant technologies or functional areas
- ❖ Accurate project duration dates, references for last three or four projects
- ❖ Requesting work samples from previous projects he/she worked on.

At the time of in-depth screening, our Account/Resource Managers have a very detailed discussion of all projects which includes discussions on the technologies used, where and how each skill was used, what type of applications the project entailed, and overall role of the candidate on the project.

Above all, we perform a technical skills test which will measure the candidates' technical abilities as compared to others with the same and/or similar level of expertise.

6.1.10 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.

COGENT understands the above-mentioned requirement. Below provided is our process for conducting candidate interview.

COGENT conducts detailed telephone interviews with prospective candidates to gain a full understanding of their skills, experiences and aspirations; if they match client's requirements we will fully brief them about the role, client and project. If required, we also host interviews at our offices in Austin, TX and Pittsburgh, PA.

COGENT presents pre-screened candidates to client in the format of client chooses, which can be through online Applicant Tracking System (ATS) or emailed in a certain format. Referring to the previous point, we never submit the resume of an applicant who has not been briefed about the role, client and project.

Once client review profiles submitted and select the candidate, COGENT coordinates interview process for the client. It includes but not limited to arranging telephone/skype/in-person interviews and facilitating remote technical assessment.

COGENT also proactively coordinate the process of collecting and disseminating post-interview feedback from both candidates and interviewers.

6.1.11 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:

6.1.11.1 Region # 1

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

6.1.11.2 Region # 2

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

6.1.11.3 Region # 3

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

6.1.11.4 Region # 4

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

6.1.11.5 Region # 5

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

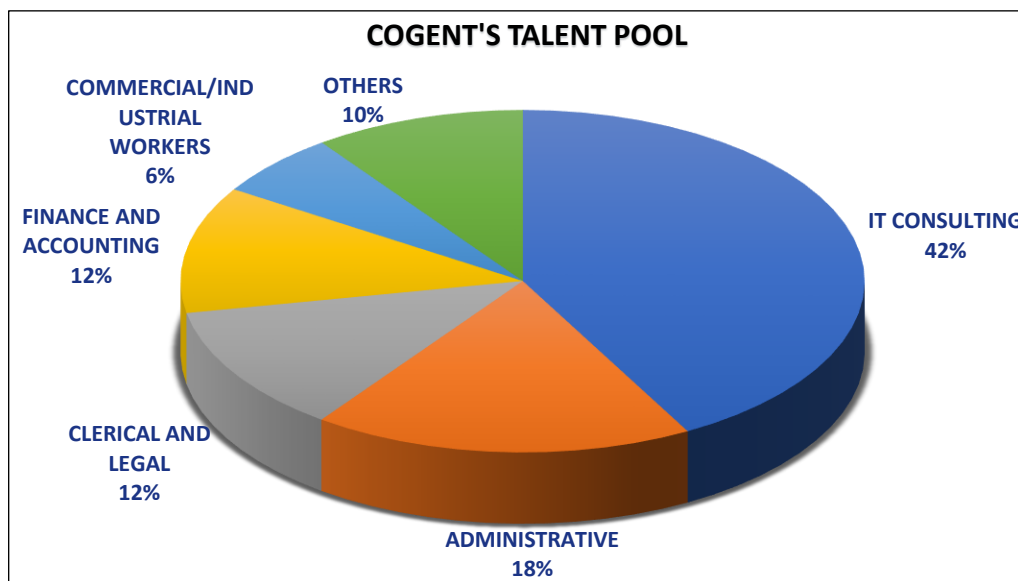
6.1.11.6 Region # 6

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

COGENT understand the above-mentioned requirement and possess the ability to provide temporary staff throughout the regions specified above. Below provided is our talent pool.

COGENT utilizes Job Diva (www.JobDiva.com), an industry leading ATS system specifically designed for staffing companies to maintain the database of our temporary personnel. COGENT has invested a lot of time, effort and money in customizing JobDiva. This ATS system manages the entire lifecycle of a requirement and fosters a collaborative environment between various departments within the company (recruiting, sales, human resources, administration etc.)

Our ATS system currently comprises an ever-growing database of about 900,000 resumes of highly qualified technical talent available in the United States. There is a dedicated team of recruiting professionals whose sole task is to constantly keep adding to this database. We are targeting to reach a resume database size of over 2 million resumes by the end of 2019. This provides us with a competitive edge and ensures quick turnaround time. Our database has around 17,956 (approx. 2%) consultants from the State of Idaho and neighbouring regions. Out of Which:



REGION	NO. OF CONSULTANTS
Region # 1	890
Region # 2	1789
Region # 3	4591
Region # 4	3193
Region # 5	1996
Region # 6	5489

6.1.12 Request's for temporary staffing fulfilment 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

COGENT understands the above-mentioned requirement and will follow the ordering agencies order placement processes.

6.2 CONTRACTOR'S RESPONSIBILITIES

6.2.1 Obtain the information as described in Section 6-Scope of Work and any other information necessary to determine what job category satisfies each service request.

COGENT understands the above-mentioned requirement and will obtain the information as described in Section 6-Scope of Work and any other information necessary to determine what job category satisfies each service request.

6.2.2 Follow individual Ordering Agencies required fulfilment timeframes, which will be provided by the Ordering Agency.

COGENT understands the above-mentioned requirement and will follow the Ordering Agencies required fulfilment timeframes, which will be provided by the Ordering Agency.

6.2.3 Confirm with the Ordering Agency the arrival of its temporary staff by telephone within thirty (30) minutes after scheduled arrival time.

COGENT understands the above-mentioned requirement and will confirm with the Ordering Agency the arrival of its temporary staff by telephone within thirty (30) minutes after scheduled arrival time.

6.2.4 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.

COGENT understands the above-mentioned requirement and will 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. We have provided our orientation process in response to 6.1.2. During the orientation process, our account manager will address the above-mentioned requirements to the candidate and other relevant information required.

6.2.5 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.

COGENT understands the above-mentioned requirement and will validate that persons holding positions requiring the use of personal vehicles will have a valid driver's license and automobile insurance as required by law.

6.2.6 Maintain a pool of tested, qualified, and available temporary staff in order to assure adequate and timely staffing, available to Ordering Agencies upon notification, including at times an "as soon as possible" timeframe.

COGENT understands the above-mentioned requirement. We have provided our talent pool in response to 6.1.11.

6.2.7 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.

COGENT understands the above-mentioned requirement and will not place temporary staff outside of applicable job classification. Below provided is our process to ensure the staff provided fit's the State's requirement.

We understand the client's current environment and the project need, by thoroughly reviewing the job description and we have a dedicated team for the State opportunities. This allows us to quickly and efficiently find candidates for the State requirements.

We conduct multiple screening and assessment before submitting our candidates. Following are the different screening and assessment practices.

- **Clarifications & Skill matrix:** To provide best available candidate from the market, we understand Client's requisitions. Our dedicated account manager coordinates with our recruitment manager and SMEs for creating skill matrix of required skills. This skill matrix is forwarded to our sourcing team to find the best match.
- **Screening by technical recruiting staff:** Here candidate's technical skills are evaluated.
- **Interview by recruiting manager:** Here candidate's soft skills & interpersonal skills are evaluated.
- **Reference Check:** Our recruiting team will check the quality of work candidate have performed in the past via checking references.

This approach provides us with the critical insights needed into client requirements which allows us to find the best-fit candidate for the client.

6.2.8 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.

COGENT understands the above-mentioned requirement and will 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. Below provided is our quality assurance process.

COGENT has regular, planned communications with customers, subcontractors, and suppliers to coordinate quality expectations, priorities, activities, and improvements.

The process begins when we hold a project start-up meeting where we discuss how quality of the project will be controlled and the quality responsibilities of key personnel. We also coordinate a schedule for weekly production meetings, monthly quality management meetings, and protocols for telephone and internet communications.

Throughout the project, COGENT holds preparatory meetings prior to the start of upcoming milestones, tasks, or phases of work. These meetings are attended by key company, subcontractor personnel responsible for carrying out, supervising, or inspecting the work, and interested customer representatives. We review quality requirements, coordinate quality inspections and hold points. In the process, we listen to each stakeholder to understand their concerns for critical details. We add the critical details to inspection checklists. We also train production personnel on these details in weekly and toolbox talk meetings.

COGENT weekly team meetings deploy findings of the preparatory meeting to field personnel. The venue is used to train personnel on technical requirements, reinforce critical details for heightened awareness, and institute improvements to work methods. It is also a forum for team communications and coordination.

COGENT ensures that quality control personnel remain independent from the pressures of production through our organizational lines of authority as defined by our QC Organization Chart.

The President appoints a QC Manager, Operations Manager, and Project Manager, and then assigns each with specific quality responsibilities and authorities of their job position.

6.2.9 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.

COGENT understands the above-mentioned requirement and will 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).

6.2.10 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.

COGENT understands the above-mentioned requirement and will ensure the hours worked by temporary staff are tracked and recorded on a project log. Below provided is our time keeping procedure.

COGENT has invested a lot of time, effort and money in customizing ADP's "**Workforce Now**" module, a cloud-based application, to **manage Payroll & Tax, Time and Attendance, Benefits & ACA & Human Resource** for employee data management.

COGENT employees use automated time tracking & reporting features via "**Employee Self-Service (ESS) feature**" that is accessible on PC/Mac/Desktops or on any mobile devices.

Employee Self Service on ADP workforce enables our employees & contractors to:

- Enter daily time using their desktop or mobile (iOS and Android) devices.
- Track weekly, semi-monthly and monthly times.
- Track Vacation and Paid time off (PTO).
- Submit time attendance for supervisor review & approval.
- Receive mobile alerts on time approval.
- Receive mobile alerts on time-off request (approval or denial).
- Mobile alerts to review and approve time off requests.

ADP workforce now - Time and Attendance module enables COGENT to:

- Accurately calculate pay data.
- Accurately track absences and paid time off (PTO).
- Generate accurate periodic attendance reports (monthly/quarterly/annually). This data is critical for client invoicing and conducting annual performance reviews.

Apart from this, every COGENT employee is provided with an employee handbook which includes complete Time-Keeping Procedures and Verification Practices. The following are the minimum standards that its employees are required to adhere to:

1. Strict adherence to client's work schedule.
2. Advance notice and approval for vacation time to be obtained from both COGENT and Client supervisor.
3. All time cards to be duly approved and signed by approving authority at the client site.
4. All overtime to be pre-approved by the supervisor at the client site and this information to be relayed to reporting manager at COGENT.
5. Adherence to public holiday schedule followed at the client site.

We report results to the clients in the form of score cards on bi-weekly, monthly and quarterly basis. This process helped us to make sure that our client receives the requested services.

Below provided are our ad hoc reporting capabilities.

6.2.11 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.

COGENT understands the above-mentioned requirement and will Collect personal vehicle mileage logs from consultants that require the use of personal vehicles and reimburse the persons at the State Mileage Reimbursement Rate established by the State of Idaho Board of Examiners. COGENT will also track record and invoice temporary staff mileage reimbursements separately and submit copies of the mileage logs in accordance with Ordering Agencies invoicing requirements to validate amounts invoiced.

6.2.12 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.

COGENT understands the above-mentioned requirement and will provide temporary staff with an accident protocol including emergency Contractor contact information. Below provided is our accident reporting policy.

POLICY BRIEF AND PURPOSE

COGENT's accident reporting policy is designed to outline the purpose and procedure for reporting any on-the-job accidents. The company is committed to enforce all health and safety guidelines to avoid such occurrences and expects employees to comply. However, accidents are sometimes inevitable. Our provision in this case is to ensure all accidents are reported timely so they can be investigated properly, and preventative measures can be reviewed and reinforced.

SCOPE

This accident report policy affects all employees and independent contractors.

POLICY ELEMENTS

On-the-job accidents that must be reported include any incidents that may cause minor or severe injuries or incidents that are results of negligence or inadequate safety precautions. The victims may be employees who were injured while performing their duties or other people that were on company premises or vehicles.

Accidents must be reported as soon as possible to expedite investigation and increase likelihood of important findings. The sooner the cause or details of the accident are identified, the sooner the company can establish preventative measures for the future.

WHAT SHOULD BE REPORTED UNDER THE ACCIDENT REPORTING POLICY?

COGENT encourages employees to report all accidents no matter how minor. Accidents that involve very minor injuries like small cuts, non-extensive bruises etc. and would not normally require any action on behalf of the company (e.g. the breaking of a drinking glass) do not have to be reported (although employees could report them if they want). On the other hand, accidents that involve (or could have

involved) more severe injuries and require investigation and action from the company must be dutifully reported. Employees are obliged to report any of the following:

- Fatalities
- Damage to the head, skull and face
- Damage to any of the senses (e.g. partial or complete loss of hearing, sight etc.)
- Incapacitation or dislocation of limbs that hinder functionality and movement (including paralysis and amputation)
- Damage to the skin (e.g. extensive burns, bruises or cuts)
- Blows or injuries to the spine, back and ribs
- Harm to the nervous system or loss of consciousness through electrocution, hypothermia etc.
- Poisoning
- Contamination from hazardous substances or transmission of diseases
- Any other injury that requires hospitalization or medical care

Especially when an employee needs medical coverage, the accident must be reported immediately since insurance benefits may have to be approved after the investigation.

Employees are also required to report occurrences that may not have involved injuries or victims but could be potentially dangerous in that respect if repeated. These include but are not limited to:

- Explosions
- Slippery surfaces
- Water or gas leaks
- Inadequate insulation of circuits
- Collapses of walls, ceilings etc.
- Breaking of window glasses or frames

PROCEDURE:

When an employee witnesses or is involved in an incident they must report it to their immediate supervisor, HR department (personally, in writing or by phone if the accident occurred remotely) or through an online system if applicable, within one week. If the employee anticipates an accident due to perceived negligence or inadequate safety, they must notify their supervisors or HR department as soon as possible so the accident can be prevented.

Depending on the incident, official forms may have to be completed and submitted.

The accident and any sustained injuries must be recorded to an accident database or file.

The officials responsible must initiate an investigation or request an investigation from authorities if appropriate.

The employee who reported the accident has to cooperate if called in for questioning to provide details needed. As a general rule, the employee must provide information in the incident report as accurately as possible on the following:

- The place of the accident
- The date and time of the accident
- The people involved or injured
- Their position or involvement in the accident
- Their actions immediately after the accident

DISCIPLINARY CONSEQUENCES

COGENT places great importance in this policy. All employees are obliged to comply. Any employee that is discovered to have been aware of a serious accident and failed to report it will face appropriate disciplinary consequences. When employees are the cause of an accident they must report it immediately to minimize legal repercussions.

EMERGENCY CONTACT

Below provided are emergency contact details.

- Program Manager: Justin Acord, Vice President-Sales
Mobile: (412) 889-7700
Email: justin.acord@cogentinfo.com
- President: Manu Mehta, President
Mobile: (412)901-5781
Email: Govt-Bids@cogentinfo.com

6.2.13 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.

COGENT understands the above-mentioned requirement and will assure all the temporary staff provided to the Ordering Agency under this contract are drug free. Below provided is our drug screening policy.

Purpose

All candidates who have received a written offer of employment will be required to undergo testing for commonly abused controlled substances in accordance with this policy.

Substances Covered by Drug and Alcohol Testing

Candidates will be tested for use of the following:

- Marijuana
- Cocaine
- Opiates
- Amphetamines (Amphetamine & Methamphetamine)
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene
- Chemical derivatives of these substances.

Candidates must advise the testing lab of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

Testing Methods and Procedure

Upon receipt of an offer of employment, candidates must complete required drug testing within 24 hours. All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards in accordance with state law. Testing will be conducted on a urine sample provided by the candidate to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

COGENT will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so that a candidate may request a retest of the sample at his or her own expense if he or she disagrees with the initial test result.

Refusal to Undergo Testing

Candidates who refuse to submit to a drug test or who fail to show up for a drug test within 24 hours of an offer of employment will no longer be considered for employment, and any offer of employment will be rescinded.

Positive Test

If a candidate tests positive on an initial screening test, the test will be confirmed using gas chromatography. On receipt of the second positive confirmation test, the employment offer will be formally withdrawn, and the candidate will be provided with a copy of the test results and the reason why he or she is no longer being considered for employment.

Right to Explain Test Results

All candidates have the right to meet with the testing laboratory personnel and with COGENT to explain their test results. These discussions will be considered confidential except that information disclosed in such tests will be communicated to personnel within Cogent or within the lab who need to know such information to make proper decisions regarding the test results or employment of the individual.

Retesting

Candidates may request a retest of the original urine sample within five working days after notification of a positive test result. This retest is at the expense of the candidate unless the original test result is called into question by the retest.

Re-Application and Rehire

Individuals who are rehabilitated drug users or engaged in a supervised drug rehabilitation program and are no longer using drugs may be protected under the Americans with Disabilities Act. Therefore, COGENT will consider the applications of candidates who formerly tested positive for drugs if candidates can show evidence of rehabilitation and compliance with this policy.

Right to Review Records

COGENT will provide a copy of test results upon written request to candidates who test positive.

Confidentiality

All records concerning test results will be kept in medical files that are maintained separately from COGENT personnel files

6.2.14 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.

COGENT understands the above-mentioned requirement and will be available to Ordering Agencies between the hours of 8:00 AM and 5:00 PM MST, Monday thru Friday. Below provided are emergency contact details.

- Program Manager: Justin Acord, Vice President-Sales
Mobile: (412) 889-7700
Email: justin.acord@cogentinfo.com
- President: Manu Mehta, President
Mobile: (412)901-5781
Email: Govt-Bids@cogentinfo.com

6.2.15 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/>

COGENT understands the above-mentioned requirement and will prohibit temporary staff who have conflicts of interest from performing certain services under this contract.

6.2.16 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.

COGENT understands the above-mentioned requirement and will 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.

6.6 PLACEMENT

6.6.1 Agencies may refer a 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.

COGENT understands and will comply with the above-mentioned requirement.

6.6.3 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)).

COGENT understands and will comply with the above-mentioned requirement.

6.6.4 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.

COGENT understands the above-mentioned requirement. Below provided is our process for remedying performance issues.

COGENT believes that the best approach for remedying performance issues is to be proactive. We believe that building a great relationship with our clients and consultants is the absolute best way to stay ahead of any potential issues. Proper communication is key. Most potential issues can be handled in a positive, proactive way before they become a major issue.

Another important aspect to minimizing potential performance issues is to provide the customer with the candidate that is the best fit for the opportunity. COGENT goes thru all the necessary due diligence steps required to ensure that the candidate is the best overall fit. If COGENT feels that a candidate could potentially be an issue for the client, we will not submit that individual to the client.

If an issue arises which could not have been addressed on a proactive basis, we will address the issue with the client. We will identify the issue, discuss the action that needs to take place and finalize on a timeline that works best for the client. If a replacement is needed, COGENT will provide a similar or better candidate to the client at no additional cost. This process helped us to make sure that our client receives the requested services

6.6.5 Ordering Agencies may select Contractor(s) within their geographic region based on the preference of the Ordering Agency.

COGENT understands and will comply with the above-mentioned requirement.

6.6.6 Multiple Contractors may be contacted to fill the same position.

COGENT understands and will comply with the above-mentioned requirement.

6.7 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’.

6.7.1 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.

COGENT understands and will comply with the above-mentioned requirement. Below provided is our general background check policy and we run additional background checks as per the client’s requirements (For the resulted contract, we understand that some Ordering Agencies, such as Disability Determination Services (DDS) and some temporary staff will be required to pass a federal background check and to become Homeland Security Presidential Directive 12 (HSPD-12) certified and we will comply with this requirements).

All offers of employment at COGENT are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees, who are promoted, as deemed necessary.

Background checks will include:

- **Social Security Verification:** Validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** Confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** Calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** Confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** Review of criminal convictions and probation including local, county, state, and federal records for a period of at least seven years. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

The following additional background searches will be required if applicable to the position:

- **Motor Vehicle Records:** Provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** Confirms candidate's credit history. This search will be run for positions that involve management of COGENT funds and/or handling of cash or credit cards.

Procedure

Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service (SterlingBackcheck + TalentWise) will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

6.7.2 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.

COGENT understands and will comply with the above mentioned required and will include the cost of the background checks in the fully burdened Mark-Up Rate by Region. We have provided our background check policy in response to question 6.7.1.

6.10 MANDATORY USE POSITION CLASSIFICATIONS

6.10.1 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.

6.10.1.1 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 performance of assigned tasks. Work is repetitive in nature and well defined by guidelines and established procedures.

6.10.1.2 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.

6.10.1.3 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.

6.10.1.4 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.

6.10.1.5 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.

6.10.1.6 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.

6.10.1.7 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.

6.10.1.8 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 35 pounds.

6.10.1.9 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.

6.10.1.10 Customer Service Representative – Duties may include answering phones, screening and channelling 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.

COGENT understands the above-mentioned requirement. Below provided is our experience in providing similar services.

COGENT has 15+ years of experience successfully providing temporary staffing services to several State Government Clients including but not limited to the State of Texas, Florida, Georgia, New Jersey, Virginia, Pennsylvania and Oregon.

EXPERIENCE IN PROVIDING SIMILAR SERVICES TO PUBLIC SECTOR ENTITIES

The below mentioned list is an example of our public - sector entities to whom we have provided temporary staffing services till date.

PUBLIC SECTOR ORGANIZATION	AGENCY NAME	LOCATION
STATE OF TEXAS	Department of Motor Vehicles	Austin, TX
	Comptroller of Pubic Accounts	Austin, TX
	Workforce Commission	Austin, TX
	Office of Attorney General	Austin, TX
	Lower Colorado River Authority - Enterprise Services	Austin, TX
	Port of Houston	Houston, TX
	Department of Transportation	Austin, TX
	Department of Family & Protective Services	Austin, TX
	Cancer Prevention Research Institute	Austin, TX
	Department of Health & Human Service Commission	Austin, TX
	City of Austin	Austin, TX

	Dallas Fort Worth International Airport Authority	Dallas, TX
	Austin Community College	Austin, TX
	San Antonio Water Systems	San Antonio, TX
HARRIS COUNTY, TX	Central Technology Services	Houston, TX
	Justice Applications Division	Houston, TX
	Back Office Application Division	Houston, TX
STATE OF FLORIDA	Department of Corrections	Tallahassee, FL
	Department of Environmental Protection	Tallahassee, FL
	Pinellas County	Pinellas County, FL
	Florida Department of Transportation	Tallahassee, FL
	St. Johns River Water Management District	Palatka, FL
	Tampa International Airport Authority	Tampa, FL
	Broward County Public Schools	Fort Lauderdale, FL
MIAMI DADE COUNTY, FL	Department of Finance	Miami, FL
	Water and Sewer Department	Miami, FL
	Information Technology Department	Miami, FL
	Enterprise Portfolio Management Office	Miami, FL
STATE OF NEW YORK	New York City Housing Authority	New York City, NY
	Division of Criminal Justice	Albany, NY
	NY Police Department	Endwell, NY
	Governor's Office of Employee Relations	Albany, NY
	NYC Department of Finance	New York, NY
	NYC Land Marks Preservation Commission	New York, NY
	New York City Fire Department	New York, NY
	New York City School Construction Authority	Queens, NY
	New York City Civil Service Commission	New York, NY
STATE OF WASHINGTON	Community Transit	Everett, WA
	Washington Health Benefit Exchange	Olympia, WA
STATE OF OREGON	Department of Human Services	Salem, OR
	Department of Education	Salem, OR
STATE OF OHIO	Cleveland Metroparks	Cleveland, OH
STATE OF MARYLAND	Maryland Health Benefit Exchange	Baltimore, MD
	Baltimore County Public Schools	Baltimore, MD
STATE OF MINNESOTA	State of Minnesota	MN
STATE OF CALIFORNIA	University of Santa Clara	Santa Clara, CA
STATE OF PENNSYLVANIA	The School District of Philadelphia	Philadelphia, PA
STATE OF ARIZONA	City of Phoenix	Phoenix, AZ
STATE OF NORTH DAKOTA	Department of Human Services	Bismarck, ND
STATE OF NORTH CAROLINA	Wake Forest University	Winston - Salem, OR
STATE OF SOUTH CAROLINA	Department of Health and Environmental Control	Columbia, SC
STATE OF CONNECTICUT	Department of Social Services	Hartford, CT
STATE OF MONTANA	State of Montana	MT
STATE OF MAINE	Department of Health & Human Services	Augusta, ME
	Department of Transportation	Augusta, ME
STATE OF MICHIGAN	Department of Health & Human Services	Lansing, MI
STATE OF INDIANA	Department of Family & Social Services/ Administration	Indianapolis, IN
STATE OF GEORGIA	State Board of Workers Compensation	Atlanta, GA
	Department of Corrections	Atlanta, GA

	Department of Education	Atlanta, GA
FEDERAL AGENCY	US General Services Administration	Pittsburgh, PA
FEDERAL AGENCY	US Department of Justice	Washington DC
FEDERAL AGENCY	US Department of State	Washington DC

EXPERIENCE IN PROVIDING SIMILAR SERVICES TO PRIVATE SECTOR ENTITIES

The below mentioned list is an example of some of our Private - Sector entities to whom we have provided IT staffing services till date.

INDUSTRY VERTICAL	CLIENT NAME	FORTUNE 500 RANKING
AEROSPACE & DEFENSE	Rockwell Collins	490
AIRLINES	American Airlines	67
CHEMICALS	PPG	182
	Sherwin Williams	253
	Dupont	101
COMMERCIAL BANKS	JP Morgan	23
	Bank of America	26
	Wells Fargo	27
	Citizens Financial Group	486
	Fifth Third Bancorp	376
	Morgan Stanley	78
	PNC Financial Services	171
	Bank of New York, Mellon Corp.	179
	State Street	264
COMPUTER SOFTWARE	Microsoft	25
	Oracle	77
ENTERTAINMENT	Walt Disney	53
	Twenty-First Century Fox	96
	Time Warner	99
FINANCIAL DATA SERVICES	Visa	204
	First Data	249
	Fiserv	492
FOOD & DRUG STORES	CVS Health	7
	Kroger	17
	Supervalu	160
HEALTHCARE: INSURANCE & MANAGED CARE	Anthem	33
HEALTHCARE: PHARMACY & OTHER SERVICES	Express Scripts	22
	Quest Diagnostics	358
HOTELS, CASINOS & RESORTS	Marriott International	195

HOUSEHOLD & PERSONAL PRODUCTS	Procter & Gamble	34
INFORMATION TECHNOLOGY SERVICES	Cognizant Technology	230
	Computer Sciences	233
INSURANCE: LIFE, HEALTH	TIAA CREF	82
	AFLAC	135
INSURANCE: PROPOERTY & CASUAL	Statefarm Insurance	35
MAIL, PACKAGE & FREIGHT DELIVERY	FEDEX	58
MEDICAL PRODUCTS & EQUIPMENT	Boston Scientific	359
	Abbott Labs	138
PHARMACEUTICALS	Johnson & Johnson	39
	Pfizer	55
RAILROADS	CSX	239
SPECIALITY RETAILERS-APPAREL	L Brands	234
TELECOMMUNICATIONS	AT&T	10
	Verizon	13
	Comcast	37

RECENTLY SIGNED CONTRACTS

CLIENT	SERVICE AREAS
 <p>LIVINGSTON COUNTY, MI</p>	<p>Programmer, Application/Software Engineer, System Analyst, System Administrator, Application Software Support, OnBase Administrator, OnBase Business Analyst, ERP Administrator, Database Administrator, Technical Writer, Technician, Project Manager, Network Analyst, Network Administrator, Network Engineer, Security Analyst, Security Specialist, Web Developer, Storage & Backup Administrator, Training Specialist, Geographic Technician, Geographic Analyst, Enterprise Solution Integration Architect, Communications Specialist</p>
 <p>COUNTY OF SANTA CLARA, CA</p>	<p>Application architecture and design, Application requirements and business analysis, Application development, Microsoft technologies, Application testing /quality assurance, Server and network management, Mobile and application development, Project management</p>
 <p>STATE OF VERMONT, VT</p>	<p>Business Analyst & Project Management Services, Enterprise GIS Services, Mobile App Development Services, Infrastructure (Physical/Virtual) Visual Designer Services, Support Services, SharePoint Support, Services and Development, Network Consulting and LAN/WLAN Support Services, Hardware/Software/Application</p>


	<p>Security Support, Enterprise Content Management, DBA/SQLDBA/Relational Database Support, PeopleSoft Application / System Administration Support, Agile Coaching Services, Analytics, SEO, SEM, Delivery Manager Services, DevOps Engineer Services, Digital Performance Analyst Services, Interaction Designer Services, Product Manager Services, Security Engineer Services, Technical Architect Services, Writer/Content Designer/Content Strategist Services, Cyber Security Incident Response and Management, Backend Web Developer Services</p>
 <p>DOUGLAS COUNTY SCHOOL DISTRICT, CO</p>	<p>Administration (Project Manager, Consulting Trainer, Scheduler), Quality Assurance & Testing (QA/Testing Manager, QA Associate/Analyst), Application Development (Manager, Project Manager, Systems Analyst, Applications Architect, Business Systems Analyst, CRM Business Analyst, CRM Technical Developer), Internet & E-Commerce (Internet & E-Commerce, Senior Web Developer, Web Developer, Web Administrator, Web Designer, Electronic Data Interchange (EDI) Specialist, E-Commerce Analyst), Developer/Programmer Analyst, Networking/Telecommunications, Security, Data/Database Administration, System</p>
 <p>MINNESOTA JUDICIAL BRANCH - STATE COURT ADMINISTRATOR'S OFFICE, MN</p>	<p>Windows Server Administration, Database Administration, Network Administration, Citrix Support, Firewall Configuration, Project Management, Business Analysis, Business Intelligence, Cyber Security Analysis and support, SharePoint Application Development, Web Application Development, .NET/C# Development, SSRS Support and Development, Quality Assurance, Application Architecture and Design, Application Configuration and Support, Mobile Application Development, UI/UX Development, Cloud Support, OBIE Support, SAN Support and Implementation</p>
 <p>HENNEPIN COUNTY, MN</p>	<p>Application Servers, Auditing, Business Analysis, Business Intelligence, Data Warehouse, Databases, GIS Systems, Integration Middleware, IT Security, Network Architecture, Information Architecture, Usability, Operating Systems Operations, Programming Languages, Project Management, Quality Assurance, Training, Web Design, Storage Networks, Security Assessment and Audit, Security Incident Support, System Administrator</p>
 <p>DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, SC</p>	<p>Project Staff Support Services (Business Analyst, Project Coordinator, Project Manager, Instructor)</p>
 <p>RAMSEY COUNTY RAMSEY COUNTY, MN</p>	<p>Auditing, Business Analysis, Business Continuity, Business Intelligence, Change Management, Database Administration and Development, Data Modelling, Data Warehouse, Desktop Application and Support, Enterprise Operations, Developer/Programmer, Geographic Information Systems (GIS), Interface Developer, Middleware Developer, Middleware Operations Analysis, Program/Project Management, Quality Assurance, Security, Server Development and Support, Software Development, Systems Administrator, Systems</p>

	Analyst, Systems Architecture (Cloud, Enterprise, Network, Usability), Web Application Design and Development.
 CLEVELAND METROPARKS, OH	Web Development, Database Administration, Information Security, Telecommunications, System Administration
 DIVISION OF TECHNOLOGY, SC	Technical Writer, Program Manager, Project Manager, System Architect, Business Analyst, Systems Engineer, Engagement Manager, Data Analytics Specialist, Information Systems Analyst, Database Administrator, IT Technician, Network & Systems Administrator, Facilities Engineer, IT Services Specialist, Training Specialist
 SCHOOL DISTRICT OF PHILADELPHIA, PA	Recruitment Specialist, HR Manager, Office Support Staff, Payroll Specialist, Payroll System Analyst, Payroll Supervisor, Senior Staff Accountant, Analyst, Office Support Staff, Solution Administrator, Office Support Staff, Office Manager, Office Support Staff, Data Analyst, Office Support Staff, Inventory Manager, Program Coordinator

SIMILAR PLACEMENT EXPERIENCE

SR NO.	TITLE	TOTAL NUMBER OF ENGAGEMENTS	AVERAGE PROJECT TENURE
1.	Office Clerk	24	6+ Months
2.	Office Specialist	15	9 Months
3.	Technical Records Specialist	18	9 Months
4.	Administrative Assistant	22	9+ Months
5.	Records Clerk	14	6+ Months
6.	Secretary/Reception	19	9 Months
7.	Customer Service Representative	29	6+ Months

RECENT SIMILAR ENGAGEMENT

CLIENT: NEW YORK CITY HOUSING AUTHORITY	
Title: Administrative Assistant	Location: Manhattan, NY
Description of services provided: Our consultant provided administrative support to the Office of Safety & Security’s Administrative Unit. Our consultant was responsible for scheduling and approving appointments, troubleshooting issues, creating and issuing ID cards, access control. Also, our consultant-maintained databases and created & provided reports. Further, our consultant processed invoices & other clerical related duties.	
	
Title: Data Entry Operator	Location: New York City, NY
Description of services provided: Our consultant performed data entry & various administrative tasks and loaded software via easy-to-follow instructions.	

Title: Information Clerk	Location: New York City, NY	No. of Placement: 20+
<p>Description of services provided: Our consultant provided information to customers, conducted research and performed clerical support. Further, our consultant received complaints from residents and prepared work tickets regarding maintenance problems. Furthermore, our consultant scheduled and confirmed repair appointments with residents. Besides, our consultant recorded and logged repair appointments into computer system. Additionally, our consultant responded to telephone, mail, e-mail and in-person inquiries related to computer systems, software, and hardware; determined service required. Also, our consultant utilized computer databases and information technology systems; researched data needed to respond to inquiries. Also, our consultant-maintained tracking system used to record and monitor inquiries and resolutions.</p>		

CLIENT: SAN ANTONIO WATER SYSTEM		
Title: Customer Service Associate	Location: San Antonio, TX	No of Placements: 20+
<p>Description of services provided: Our consultant responded to customer interactions via the phone, email, internet, or in person in a professional, courteous, accurate manner while recording a brief overview of communication. Furthermore, our consultant developed a rapport with internal/external customers by greeting customers by name and demonstrates account ownership. Also, our consultant answered customer's question as well as solved the problem during initial contact. Besides, our consultant created, generated, and initiated requests for meter and field services. Responsibilities included: -</p> <ul style="list-style-type: none"> • Open, verify, and sort incoming mail for image data capture; manually extracts contents from envelopes that are unable to be processed using automated equipment. • Identify, explain, and suggest community resources when applicable. Suggests improvements and changes to processes and policies to improve customer satisfaction. Participate in and supports the development and implementation of special projects. Performs all other duties as assigned. • Evaluate, contact, and negotiate resolution of delinquent and final accounts. Process, adjust, reconcile, transfer all manual and electronic payment applications, refund, rebate, return item, and research of unclaimed property. Reviews and process receipts and generate correspondence regarding billing/consumption disputes. • Provide information to customers on the location of water, wastewater and recycled water utilities and construction projects. • Utilized SAWS computer system and various software applications to conduct research on location of utilities, property ownership, and type of water utility available to prepare correspondence of findings. • Provides accurate information concerning EDUs and impact fees to customers and verifies correct payment. Review engineering and architectural site plans for compliance with regulations, procedures, and policies. • Determine impact fees. Prepares Hardship contracts and drafts correspondence as needed. • Monitors and records impact fee payments, waivers, impact fee credits, and main extension refunds. Interprets policies, procedures, and regulations for water, wastewater, and reuse service. 		



CLIENT: STATE OF TEXAS	
Department: Department of Information Resource	
Title: Sr. Electronic Health Record Analyst	Location: Austin, TX

Description of services provided:

Our consultant (Sr. EHR Analyst) planned, analysed, designed and modified the EHR (electronic health record) software applications which included encoding, testing, debugging and installation to support Department’s EHR application systems. Also, our consultant consulted with various users to identify current operating procedures and clarified program objectives. Besides, our consultant wrote various documentation to describe program development, logic, coding, and corrections.



CLIENT: DELOITTE

Title: Reconciliation Analyst	Location: Omaha, NE
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Description of services provided:

Our Consultant computed, classified, and recorded numerical data to keep financial records complete and performed any combination of routine calculating, posting, and verifying duties to obtain primary financial data for use in maintaining accounting records. Also checked the accuracy of figures, calculations, and postings pertaining to business transactions recorded by other workers

CLIENT: GENERAL SERVICE ADMINISTRATION

Title: Administrative Clerk	Location: San Diego, CA
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Description of Services:

Our consultant was responsible for making meeting arrangements, preparing reports and maintaining appropriate filing systems. Also, our consultant answered and directed incoming phone calls and organized and scheduled appointments. Furthermore, our consultant assisted in the preparation of regularly scheduled reports. Besides, our consultant provided general support to visitors. Also, our consultant wrote and distributed email, correspondence memos, letters, faxes and forms. Further, our consultant updated and maintained office policies and procedures.



Position Title: Office Assistant	Location: Arlington, VA
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Description of Services:

Our consultant was responsible for running of the daily administrative operations of the client. Besides our consultant organized office and assisted associates in ways that optimized procedures. Further, our consultant sorted and distributed communications in a timely manner and created, updated records ensuring accuracy and validity of information. Furthermore, our consultant scheduled and planned meetings and appointments and monitored level of supplies and handle shortages. Also, our consultant resolved office-related malfunctions and responded to requests or issues. Additionally, our consultant coordinated with other departments to ensure compliance with established policies.

Position Title: Receptionist	Location: New York, NY
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Description of Services:

Our consultant handled telephone calls, internal and external communications, meeting arrangements, and assigned tasks often involving complex messages and directions in a professional, courteous, efficient, reliable, and thorough fashion. Also, our consultant served as a highly poised, professional, and courteous contact point for persons communicating with the Company. Our consultant received all visitors to the Company’s office, coordinated needs associated with such visits, and served as a primary contact and support person for such visitor’s stay in association with their business regarding the Company. Furthermore, our consultant scheduled, coordinated and prepared internal and external meetings, appointments, travel, itineraries, and associated accommodations. Besides, our consultant supported the operations of the office and staff with regard to such aspects as communications by phone, facsimile, written, and e-mail, travel arrangements, document management, and other such support so as to aid in the facilitation and leveraging of executives and manager(s) time by providing

technical and administrative support. Additionally, our consultant assisted with general back office operational requirements.

CLIENT: GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS, NY

Title: Administrative Assistant

Location: Albany, NY

Description of services provided:

Our consultant supported Governor's Office of Employee Relations in developing Curriculum/Program for individuals/professionals and business working with state of New York (continuous education). The consultant's responsibilities also included conducting workshops and seminars and state-wide learning and development program. Our consultant was also responsible for development of handbook for new state employees.



CLIENT: STATE OF FLORIDA

Department: Department of Transportation

Title: General Clerk

Location: Tallahassee, FL

Description of services provided:

Our Consultant performed data entry, retrieval and arithmetical computations. Also, constantly updated internal database records and conducted outbound telephone calls and performed sorting & preparation of incoming mail. Apart from these our consultant participated in internal training through company Learning Management System and passing certification tests.



CLIENT: FIFTH THIRD BANCORP

Title: Receptionist

Location: Cincinnati, OH

Description of services provided:

Our consultant answered telephone in a prompt and professional manner, addressing internal (and/or) external customer inquiries, etc. Furthermore, our consultant was responsible for reconciling the daily job stack. Also, our consultant closed credit card batches daily and posted to general ledger. Besides, our consultant filed parts invoices in numerical order and photo copied all pinnacle invoices and mails. Also, our consultant maintained required records, reports and files in an organized manner.



CLIENT: SUPERVALU

Title: Data Entry Operator


Location: Eden Prairie, MN

Description of services provided:

Our consultant prepared source data for computer entry by compiling and sorting information. Furthermore, our consultant processed customer and account source documents by reviewing data for deficiencies and resolved discrepancies by using standard procedures or returning incomplete documents to the team leader for resolution. Also, our consultant entered customer and account data by inputting alphabetic and numeric information on keyboard or optical scanner according to screen format. Besides, our consultant maintained data entry requirements by following data program techniques and procedures and verified entered customer and account data by reviewing, correcting, deleting, or reentering data. Also, our consultant generated reports, stored completed work in designated locations and performed backup operations.



CLIENT: KROGER

Title: Accounting Clerk	Location: Cincinnati, OH
<p>Description of services provided: Our consultant received cash daily and ensures proper account reconciliation. Also, our consultant computed, classified, and recorded numerical data to keep financial records complete. Furthermore, our consultant performed any combination of routine calculating, posting, and verifying duties to obtain primary financial data for use in maintaining accounting records. Additionally, checked the accuracy of figures, calculations, and postings pertaining to business transactions recorded by other workers. Besides, our consultant data entry of invoices in accounting software.</p> 	

6.11 OPTIONAL USE POSITION CLASSIFICATIONS

6.11.1 COMMERCIAL/INDUSTRIAL WORKER POSITIONS

6.11.1.1 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.

6.11.1.2 Maintenance / Labourer - 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.

6.11.1.3 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.)

6.11.1.4 Handyman - This position requires lifting and carrying items weighing approximately ninety (90) pounds, and may include bending, stooping, shovelling, 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.

COGENT understands the above-mentioned requirement. We have provided our experience in providing similar services in response to question 6.10.1 Administrative Support. Below provided is our additional experience in providing similar services.

SIMILAR PLACEMENT EXPERIENCE

SR NO.	TITLE	TOTAL NUMBER OF ENGAGEMENTS	AVERAGE PROJECT TENURE
1.	Custodial	18	6+ Months
2.	Maintenance / Labourer	20	9 Months
3.	Janitorial/Housekeeping Positions	15	6 Months
4.	Handyman	14	6+ Months

RECENT SIMILAR ENGAGEMENT

CLIENT: SAN ANTONIO WATER SYSTEM		
Title: Utility Laborer	Location: San Antonio, TX	No. of Placements: 4
Description of services provided: Our consultant performed manual labor work, to include installation of pipes and fittings, for the repair,		

construction, and maintenance of water and wastewater systems. Further, our consultant excavated and backfilled trenches in order to complete repairs. Besides, our consultant loaded and unloaded trucks. Also, our consultant stocked vehicles with necessary equipment and material. Furthermore, our consultant cleaned, organized and maintained facilities, tools and equipment. Besides, our consultant observed and promoted all established safety procedures. Also, our consultant assisted with the set-up of work zone barricades and signs for traffic control.



CLIENT: JOHNSON AND JOHNSON	
Title: Material Handler	Location: New Brunswick, NJ
<p>Description of services provided: Our consultant packed completed orders, checked accuracy of parts, and prepared them for shipment. Also, our consultant placed in boxes, and placed in appropriate area for checking and packing. Furthermore, our consultant packed items in proper container (bags or boxes, based on appropriate packing procedures) and checked order for correctness, including placement of labels and shipping information. Also, our consultant completed paperwork as necessary for data processing and performed inventory control duties such as receiving verifying and stocking all finish good products. Besides, our consultant followed standard operating procedures for inventory control and accuracy by utilizing Warehouse Management System.</p>	



CLIENT: BOSTON SCIENTIFIC	
Title: Jr. Material Handler	Location: Quincy, MA
<p>Description of services provided: Our consultant stored, removed, loaded and unloaded all types of materials from storage bins, pallets, trays, racks, and vehicles that can't be handled by material handling devices. Also, our consultant read production schedule, customer order, work order, shipping order or followed oral instructions to determine if items to be moved, gathered or distributed. Besides, our consultant assorted and placed materials or items on racks, shelves or bins according to predetermined sequences such as size type, style, or colour. Also, our consultant attached identifying tags/labels to materials or marks information on cases, bales, or other containers. Furthermore, our consultant handled toxic materials and followed all hazardous waste handling guidelines. Additionally, our consultant performed other duties and activities as directed and observed and followed all safety rules and procedures.</p>	



CLIENT: ABBOTT LABS	
Title: Material Handler II	Location: Chicago, IL
<p>Description of services provided: Our consultant was responsible for receiving delivery of ordered supplies, materials and equipment at loading dock and compares items with freight bills. Also, our consultant was responsible for inspecting deliveries for conformance with purchase order specifications and ensured items are free from damage upon arrival. Besides, our consultant responsibly picked, packed and shipped products to customers according to established procedures and prepared dangerous goods and/or hazardous materials shipments. Furthermore, our consultant prepared appropriate documentation, and communicated effectively, with freight forwarders for shipments worldwide. Additionally, our consultant filled requisitions, as well as, completed receiving reports and forwarded purchase orders and other pertinent materials to the Purchasing department.</p>	



CLIENT: SUPERVALU	
Title: Supply Technician	Location: Eden Prairie, MN
<p>Description of services provided: Our consultant ordered, restocked, received, prepared, and transported supplies, equipment and instruments to all areas of assigned responsibility. Furthermore, our consultant verified the contents quantity and condition of materials; maintaining documentation of materials and equipment and verified purchase orders with vendor packing slips and actual freight received. Also, our consultant completed and forwarded paperwork to purchasing or contracting. Besides, our consultant consolidated supplies, materials and equipment for shipment. Also, our consultant determined the most efficient and cost-effective method of packaging and shipping supplies and equipment. Furthermore, our consultant scheduled and coordinated pick up and shipment of materials and equipment at destination as needed. Also, our consultant followed up and tracked on shipment of products to ensure timely delivery to destination.</p>	



CLIENT: SHERWIN WILLIAMS	
Title: Supply Technician	Location: Cleveland, OH
<p>Description of services provided: Our consultant was responsible for inventory management of decentralized and decontrolled items, including supplies, and equipment. Also, our consultant performed materials coordination duties for special programs, maintenance, or production shops. Besides, our consultant wrote item descriptions for a range of new items entering the supply channels. Furthermore, our consultant applied requirements, selecting the appropriate description pattern and answering the requirements contained in the pattern. Furthermore, our consultant reviewed existing stock catalogues, manufacturers' catalogues, drawings, or other resource materials for the purpose of matching characteristics or part numbers in order to identify duplicate items already catalogued or otherwise recorded in the supply system.</p>	



CLIENT: PFIZER	
Title: Supply Technician	Location: New York City, NY
<p>Description of services provided: Our consultant served as supply technician providing operations support pertaining to medical supply items. The duties included forward logistics, receiving, stocking, selecting and storing medical supply items, supply turn-in, and medical group vehicle care taking. This included receiving, storing, selecting, shipping, pick-up and delivery of general or specialized bulk materials and equipment. Furthermore, our consultant monitored expiration dates, rotated stock to limit outdates, and removed items from use as required by outdates. Also, our consultant communicated with customers and vendors to obtain information regarding medical supplies.</p>	



CLIENT: SUPERVALU	
Title: Warehouse Worker	Location: Eden Prairie, MN
<p>Description of services provided: Our consultant was responsible for accurately, consistently and safely follow directions which included but not limited to receiving, stock rotation, or shipping of packages in various locations throughout the warehouse and/or in loading or unloading of trucks. Furthermore, our consultant accurately identified and received cases of product into inventory locations, using various pieces of warehouse equipment. Besides our consultant utilized fork lift to continuously lift, lower and slide packages.</p>	



6.11.2 HEALTHCARE STAFFING SERVICE POSITIONS

6.11.2.1 Program Specialist - Staff person will research, develop and interpret rules, policies and procedures; make recommendations for program design and improvement; performs related work.

6.11.2.2 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, analyse 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.

6.11.2.3 Professional Project Coordinator - Conduct research and analysis into needed programs to serve the needs of clients; analyse 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.

6.11.2.4 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>).

6.11.2.5 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.

6.11.2.6 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.

6.11.2.7 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).

6.11.2.8 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).

6.11.2.9 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).

6.11.2.10 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).

6.11.2.11 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).

6.11.2.12 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).

COGENT understands the above-mentioned requirement. We have provided our experience in providing similar services in response to question 6.10.1 Administrative Support. Below provided is our additional experience in providing similar services.

OUR EXPERIENCE WITH HEALTHCARE CLIENTS



TEXAS
Health and Human
Services

State of TX -
Department of Health & Human
Service Commission
Austin, TX



washington
healthbenefitexchange
powering washington healthplanfinder

State of Washington -
Washington Health Benefit
Exchange
Olympia, WA



State of Maryland -
Maryland Health Benefit
Exchange
Baltimore, MD



State of South Carolina -
Department of Health and
Environmental Control
Columbia, SC



State of Maine -
Department of Health & Human
Services
Augusta, ME



State of Michigan -
Department of Health & Human
Services
Lansing, MI



Anthem
Indianapolis, IN



Advancing science for life™
Boston Scientific
Marlborough, MA



Abbott Labs
Chicago, IL



Johnson & Johnson
New Brunswick, NJ



Pfizer
New York City, NY

SIMILAR PLACEMENT EXPERIENCE

SR NO.	TITLE	TOTAL NUMBER OF ENGAGEMENTS	AVERAGE PROJECT TENURE
1.	Program Specialist	11	9+ Months
2.	Professional Services	24	9 Months
3.	Professional Project Coordinator	15	12+ Months
4.	Health and Safety Specialist	3	9+ Months
5.	Health Facility Surveyor	2	9 Months
6.	Client Services Technician	8	12 Months
7.	Registered Nurse	2	9+ Months
8.	Medical Assistant	1	9 Months

6.11.3 PROFESSIONAL SERVICES POSITIONS

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.

COGENT understands the above-mentioned requirement. We have provided our experience in providing similar services in response to question 6.10.1 Administrative Support. Below provided is our additional experience in providing similar services.

SIMILAR PLACEMENT EXPERIENCE

SR NO.	TITLE	TOTAL NUMBER OF ENGAGEMENTS	AVERAGE PROJECT TENURE
1.	Training Specialist	23	9+ Months

RECENT SIMILAR ENGAGEMENT

CLIENT: NEW YORK CITY HOUSING AUTHORITY	
Title: Training Coordinator	Location: New York City, NY
Description of services provided: Our consultant scheduled and coordinated training classes. Further, our consultant collected, compiled and reported results. Besides, our consultant-maintained course rosters and responded to various requests concerning scheduled courses.	

CLIENT: DELOITTE	
Title: Instructional System Designer	Location: Bismarck, ND
Description of services provided: Our consultant (Instructional System Designer) has supported Deloitte Consulting where the consultant was responsible for activities related to client Eligibility System Modernization Project training development including the development of Self-Service Portal and Consolidated Eligibility System (SPACES) help content. The consultant collaborated with the Design Team, Project Team, Subject Matter Experts, and existing documentation to understand required content based on completed learning needs assessment. Our consultant <ul style="list-style-type: none"> • Created the content for training for Computer Based Training (CBT) and Instructor Led Training (ILT) Document required training content in design documents • Populated eLearning design templates with approved content • Designed and/or select content specific graphics and illustrations • Created student course materials for ILT in Microsoft Word • Created instructor course materials for ILT in Microsoft Word and PowerPoint • Created interactive learning activities • Created assessments in alignment with overall Evaluation Strategy • Developed Train-the-Trainer materials • Developed SPACES system help using MadCap Flare • Delivered high quality products along an aggressive development schedule 	

CLIENT: BOSTON SCIENTIFIC	
Title: Trainer	Location: New York City, NY
Description of services provided: Our Consultant provided guidance and direction on training policy and adherence. Also, developed and	

delivered training on tools and programs based on the business need. Our consultant actively participated in supporting operations with aspects of training and supported audit by helping to retrieve production training records in a timely manner.



CLIENT: COMPUTER SCIENCES

Title: IT Trainer

Location: Tysons Corner, VA

Description of services provided:

Our consultant designed, promoted, delivered and evaluated IT training and orientation programs to client staff. Further, our consultant worked with IT and administrative leadership to identify training procedures and strategies. Besides, our consultant prepared, and analysed training program reports and summarized findings for firm management. Furthermore, our consultant provided training for new employee’s firm-wide and works with administrative leadership to integrate and train employees hired through office acquisition.



CLIENT: NEW YORK CITY DEPARTMENT OF FINANCE

Title: IT Trainer

Location: New York City, NY

Description of services provided:

Our consultant conducted computer training needs assessment by collecting information pertaining to work procedures, work flow, and understanding job-specific functions and tasks. Furthermore, our consultant designed and facilitated specialized training sessions for client staff for variety of applications accounting software, document management system Microsoft office suite with a significant focus on Excel, Outlook, etc. Also, our consultant assisted in preparation of instructional documents, manuals and videos on relevant IT procedures and applications. Besides, our consultant partnered with key stakeholders to determine best approach for developing new training platforms with a focus on specific applications. Additionally, our consultant performed regular research for continuous learning of industry knowledge and trends.



REFERENCES

REFERENCE NO. 1

Client Name	: New York City Housing Authority, NY
Address	: 90 Church St, New York, NY 10007
Contract Person	: Patricia Lindo
Phone No	: (212) 306-2807
Email	: Patricia.Lindo@nycha.nyc.gov

REFERENCE NO. 2

Client Name	: San Antonio Water System, TX
Address	: 2800 U.S. Hwy 281 North, San Antonio, TX 78212
Contract Person	: Elvia Benavides
Phone No	: (210) 233-3373
Email	: ebenavides@saws.org

REFERENCE NO. 3

Client Name	: Governor's Office of Employee Relations
Address	: Agency Building 2, 7th Floor, 2 Empire State Plaza, Albany, NY 12223
Contract Person	: Rachel Eson
Phone No	: 518-474-0503
Email	: Rachel.eson@goer.ny.gov

ACKNOWLEDGEMENT OF ADDENDUM

ACKNOWLEDGEMENT OF ADDENDUM #1

June 26, 2019

**AMENDMENT 1
Questions and Answers**

To: All concerned vendors

RE: ITB19000764

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) Questions and Answers
 - b) Changes to the ITB (Changes are documented in red)
 - c) Extended Closing Date

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. **Remember to sign the acknowledgment below and submit it with your Bid.**

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

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Response.

ACKNOWLEDGEMENT OF AMENDMENT 1 to ITB19000764



Signature

06/27/2019
Date

Justin Acord
Printed Name

COGENT Infotech Corporation
Company Name

ACKNOWLEDGEMENT OF ADDENDUM #2

Department of Administration, DIVISION OF PURCHASING

**Amendment 02
ITB19000764**

Posted to IPRO 6/28/19

State of Idaho **ITB19000764 – Statewide Temporary Staffing Services** is amended as follows (*please note that you must sign and return a copy of this Amendment Acknowledgement **with your proposal**, acknowledging that you have received and read the Amendment, or your proposal may be found non-responsive*):

This Solicitation has been migrated into the new version of our e-procurement system, IPRO, located here:

<https://purchasing.idaho.gov/information-for-vendors/>

Once there, click on the blue band that contains the words “IPRO Login”. The link to the new version of our e-procurement system, IPRO is the second link under the blue band, and the information relating to that link reads as follows:

“(NEW) IPRO Login please [click here](#)”

There are no other changes.

I acknowledge that I have received and read this amendment and that failure to return a signed copy of this Amendment Acknowledgement with my proposal may result in my proposal being found non-responsive.

Name of Offeror: **COGENT Infotech Corporation**

Signature of Authorized Agent:  _____

Printed Name: **Justin Acord**

Date: **06/28/2019**

ITB/RFP Amendment Acknowledgement Form 09-30-13

ACKNOWLEDGEMENT OF ADDENDUM #3

July 2, 2019

**AMENDMENT 3
Extended Closing Date**

To: All concerned vendors

RE: ITB19000764

1. **The following are changes made to the referenced ITB. This additional information is added to and is made part of the referenced ITB.**

Extended Closing Date: There was an issue when the solicitation was migrated over, and the closing date did not get extended. This amendment is to extend the closing date.

*Please note: this is a **Manual Bid Submission Only** Solicitation due to the migration of our new eProcurement system.

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. **Remember to sign the acknowledgment below and submit it with your Bid.**

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

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Response.

ACKNOWLEDGEMENT OF AMENDMENT 3 to ITB19000764



Signature

07/02/2019
Date

Justin Acord
Printed Name

COGENT Infotech Corporation
Company Name

STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

A. 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.

B. 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.

C. 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.

D. Contractor – A Vendor who has been awarded a Contract.

E. 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.

F. 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.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. 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.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. 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.

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

5. ADMINISTRATIVE FEE:

A. Application of Administrative Fee:

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:

- a. 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.

- b. 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, utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 st
2nd Quarter Oct 1 - Dec 31	January 31 st
3rd Quarter Jan 1 - Mar 31	April 30 th
4th Quarter Apr 1 - Jun 30	July 31 st

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).

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.

B. Administrative Fee Exemptions:

- 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.
- 2. The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).
- 3. The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.
- 4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

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

1. SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. 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

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

E. 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.

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

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:

A. 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.

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

B. 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.

C. 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:

A. 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.

B. 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

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STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

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.

C. 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:

A. 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;

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

C. 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.

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28. PUBLIC RECORDS:

A. 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.

B. 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:

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

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

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.

B. 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. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS: Contractor warrants that the Contract is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall 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.

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,

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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:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
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.