

Idaho Division of Purchasing

Renewal

Purchase Order Name: Statewide Temporary Staffing Services- Personnel Plus, Inc
Contract Number: SBPO20200081
Parties: State of Idaho
PERSONNEL PLUS INC
This Renewal Value: 200,000.00 USD
Total Contract Value: 1,050,000.00 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

SBPO20200081, Statewide Temporary Staffing Services- Personnel Plus, Inc (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 SBPO20200081 is attached and incorporated herein by reference.

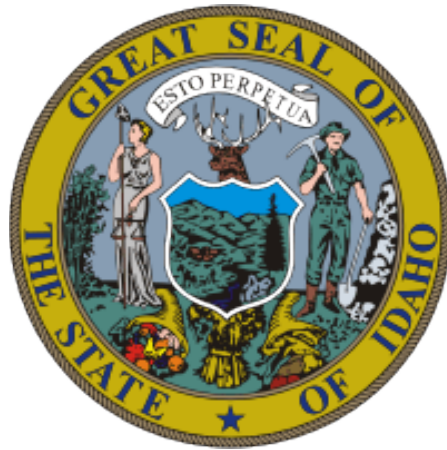
Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Personnel Plus Inc.

Jose Saucedo

+1 208-466-6800
jsauceda@personnel.com

Signature signed By: *Quinn Shea* 6/22/2022



**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, Fremont, 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

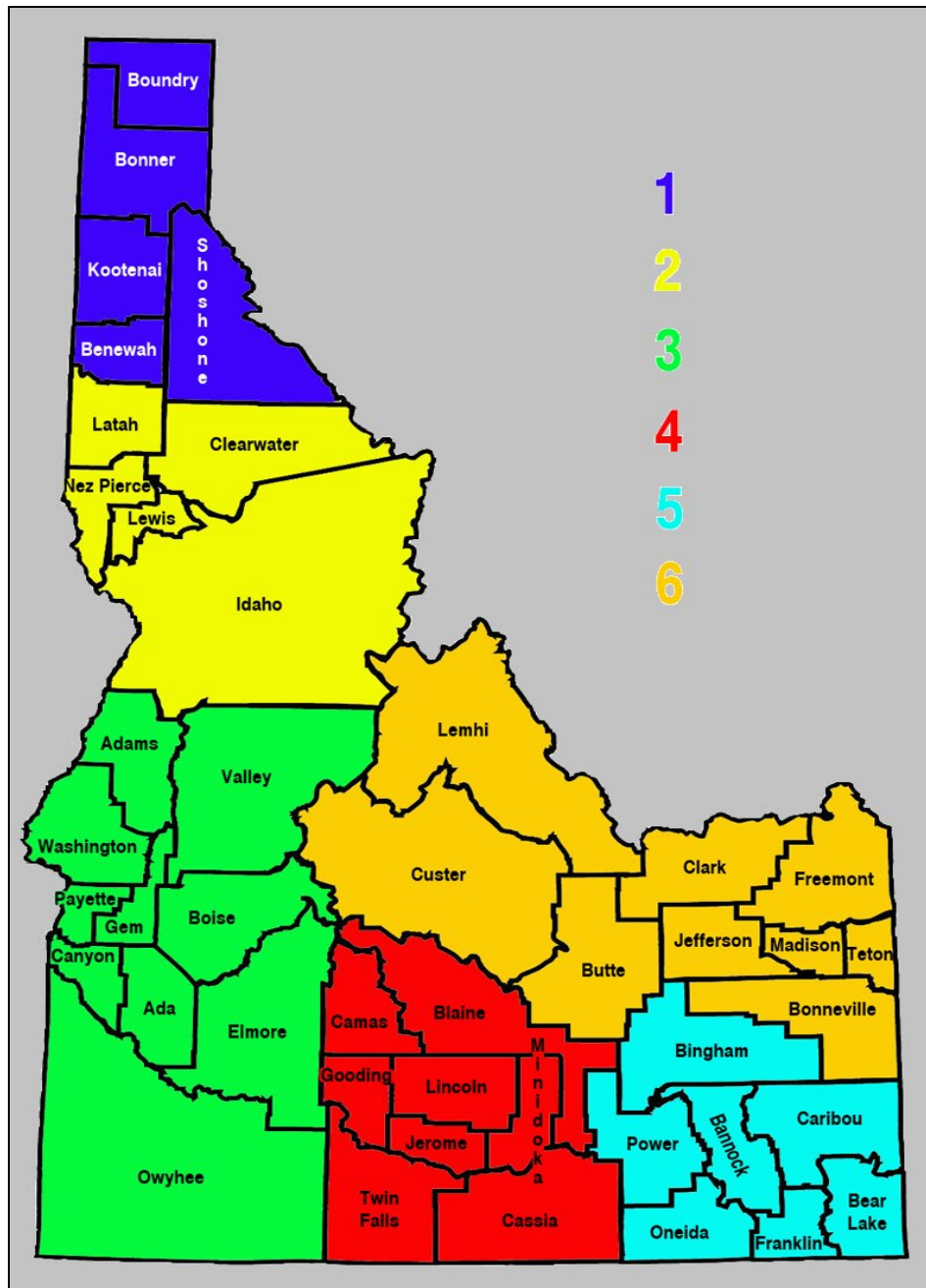
Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

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."

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

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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
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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: _____