

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT SUMMARY

1. DATE December 9, 2010
2. COMMODITY NAME Temporary Personnel Services
3. CONTRACT NUMBER E194-627-VP
5. CONTRACT PERIOD January 1, 2011 through December 31, 2011
6. AUTHORIZED USERS..... Non-mandatory for State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards and other entities authorized by the Code of Virginia
7. CONTRACTOR'S eVA NUMBER C9568
8. CONTRACTOR..... Abacus Corporation
3114-A W. Marshall Street
Richmond, VA 23230
9. CONTRACTOR CONTACT & TELEPHONE NUMBER..... See Page 5
10. TERMS Net 30
11. DELIVERY See Page 5
12. F.O.B. Delivered
13. MINIMUM ORDER N/A
14. FOR FURTHER CONTRACT INFORMATION CONTACT:
Wayne Nordin
Phone: (804) 786- 5410 Fax: (804) 786-5413 Email: wayne.nordin@dgs.virginia.gov
15. VIEW/PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.state.va.us
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is optional for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

BY: 
Statewide Commodity Contract Officer

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*** Contract Markup Rates - see Consolidated Pricing By Zone attachment for applicable Contractor percentage mark-ups by position by zone.**

*** Position titles and accompanying job descriptions – see Position Titles and Job Descriptions attachment**

I. GENERAL ORDERING INSTRUCTIONS

IMPORTANT! The applicable contract number must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

- A. **Ordering Method:** Unless otherwise instructed by the Division of Purchases and Supply, purchase orders shall be submitted to the Contractor(s) via the Commonwealth's electronic procurement system, also known as eVA. The Commonwealth requires Contractor(s) to accept orders via the eVA ordering system. The orders will be governed by the specifications, terms and conditions contained in this contract and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor.

Each Contract User is responsible for placing its own orders through eVA or the Contractor's computer online system that interfaces with eVA. Agencies will designate to the Contractor(s) an authorized representative(s) to place temporary staffing orders with the Contractor(s).

Contractors must have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Contract Users may specify staffing needs by phone, fax or email; however, actual orders must be placed through eVA. While Contract Users may specify staffing needs by telephone, fax or email, the using Agency must confirm all requests with a purchase order through the eVA system. Contractor(s) will not accept confirming orders not processed through eVA.

The Contractor(s) will contact the Contract User/Agency directly to receive the temporary employee's arrival instructions once the order for temporary employment services is filled. The Contractor(s) will contact the Contract User/Agency's hiring manager/authorized representative for weekly performance calls and to resolve with the hiring manager/authorized representative any absentee or performance issues that may arise with the temporary employee.

Authorized Users of this contract may include but are not limited to State Agencies, Institutions of Higher Education, Public Bodies, Community Service Boards and other entities authorized by the Code of Virginia.

- B. **Order Format:** At a minimum, all eVA orders should be written to include the following information: (1) Zone number where the temp. employee will be working, (2) position title, (3) the time period the temp. employee will work (dates) & the number of hours they will work for those corresponding dates, and (4) the temp. employee's name.
- C. **Complaints:** Any complaint as to quality, faulty or delinquent delivery of the temporary medical employee services, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the Contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply.
- D. **Term & Renewal:** This contract is a one year contract with two one-year renewals. The

decision as to whether to exercise the next renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.

E. Price (Mark-Up) Adjustments: Price adjustments may be allowed only at the time of renewal. If, during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period decrease / increase by more than the percentage decrease/increase of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

IMPORTANT - any price increases must be approved in advance by the Contract Officer. A Notice of Contract Change from this office will be posted as official notification of such change, if approved.

II. Contractor Information

Abacus Corporation

certified by DMBE as Small business

3114-A W. Marshall Street
Richmond, VA 23230

Primary Contact:

Bill Lund – billlund@abacuscorporation.com

Office – (804) 353-7271 – ext. 224

Cell # - (804) 363-0323

FAX – (804) 355-3476

Secondary Contact:

Michael Brady – mpbrady@abacuscorporation.com

Office – (800) 230-0043 or (410) 633-1900 – ext. 224

FAX – (410) 633-1976

Coverage Offered: All Zones

eVA Vendor ID # - C9568

DUNS # - 022393755

III. Scope of Work – General Service Requirements

Some of the key personnel category requirements utilized (but not limited to) are:

- General Administrative Services
- Fiscal / Accounting
- General Labor / Trades / Craft
- Technical / Engineers
- Event Staffing Services
- Health and Human Resources
- Media Services
- Tax Services
- Interpreter Services

In addition to meeting the needs outlined in the position descriptions, the Commonwealth expects temporary employees to meet minimum standards with respect to the following quality criteria:

A. Basic Quality Requirements for Temporary Employees

1. Legal and Professional Conduct – Temporary employees will conduct themselves in a professional manner. Individual temporary employment candidates, based on position, may be subject to criminal checks, fingerprinting, and background checks upon whose results the Commonwealth may choose to base its decision to accept an individual for an assignment.

2. Cordiality, Punctuality and Responsibility – Temporary employees must make every effort possible to be on time for work. Contractors who call the Contract User to cancel less than one business day in advance are responsible for finding a replacement with comparable skills/fit for those specific positions. The Contractor must then provide the Contract User with a suitable replacement for give at least four hours notice that a replacement cannot be found.

Temporary employees must be respectful of all people with whom they interact, including State employees and customers of the Commonwealth. The Commonwealth reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards other State employees or representatives of the Commonwealth.

3. Drug and Alcohol Use – No temporary employee for the Contract User may use illegal drugs, nor may any temporary employee consume alcohol at work or at such times that the temporary employee's work is negatively affected. Indications of such use may result in immediate termination and no acceptance for further assignments.

4. Dress and Equipment – Contractors shall send temporary employees to job assignments dressed appropriately and with the equipment specified by the Contract User as being required to perform work in the services categories covered in this Contract. VDOT (Virginia Department of Transportation) requires most field personnel to have safety shoes,

which will be at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.

5. Additional Certification – For certain positions, additional types of certification are required, such as First Aid and CPR certification. Temporary employees will have these certifications prior to applying for positions requiring them. Temporary employees will also maintain and recertify these certifications at the expense of the temporary employee.

6. Communication Skills – Unless otherwise requested, all temporary employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide temporary employees that are unable to read, write, speak and comprehend the English language in accordance with the Contract Users determination will refund the Contract Users for any fees and wages incurred for the temporary employee and may be subject to disbarment.

7. Transportation and Parking – It will be the responsibility of the Contractors or their temporary employees to provide transportation to and from the required locations. Parking may or may not be provided and, if not, will be the responsibility of the temporary employee.

B. Account Service Requirements

Contractors will adhere to the following general service standards and requirements for the provision of temporary employee services under this contract:

1. Contractor Single Point of Contact – Each Contractor will designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours, 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated State holidays to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC should be available via a toll free telephone number, fax number, or email that will receive temporary employment requests. The SPOC may have support staff that will serve as account managers for different Contract Users, or designated multiple points of contact in order to best service the Commonwealth.

The Contractor(s) shall meet periodically with the Contract officer and participating Contract Users, when requested, to discuss all services. The SPOC will contact the Contract User contact directly to receive temporary employee(s) arrival instructions once the order is filled. The account manager will contact the hiring manager weekly for performance calls and to resolve with hiring manager any absentee/performance issues of the temporary employee(s).

2. Taxes, etc. – The temporary employees provided shall be employed by the Contractors. The Contractors will be responsible for all payroll taxes, workers' compensation, payroll reports, and other employer Federal and State requirements for temporary employees.

3. Time Cards – The Contractors should supply all temporary employees with time cards. Hours worked will be signed regularly by the area supervisor in a time period to be agreed upon between the Contract User and Contractor. The may be daily or weekly depending upon the Contract User. Temporary employees will provide the supervisor a copy of the signed time card and return a copy to the Contractor for processing.

4. Usage and Quality Reports – The Contractor will provide the Division of Purchases and Supply with electronic monthly usage reports on the 14th day of the following month or the proceeding business day if the 14th falls on a weekend or recognized holiday for the prior just completed month (reference Section IV-A). All monthly reports should be in Microsoft Excel format and emailed to Wayne T. Nordin, DGS/DPS, email: wayne.nordin@dgs.virginia.gov, (804) 786-5410 (phone):

- a. By the total amount spend by Contract Users. This report will be provided by month and cumulatively for the contract period.
- b. By Position / Description of the total amount spent by each Contract User of the Commonwealth of Virginia under this contract. Monthly and cumulative reports will include, at a minimum, for each temporary employee placed with the Commonwealth:
 - Position title of each temporary employee
 - Regular pay rates, markups, regular bill rates, and overtime bill rates
 - Number of regular and overtime hours worked
 - Total dollars billed
 - Temporary employee’s start and end dates. If a temporary employee is still employed with the Commonwealth at the end of the month when reports are due, then the temporary employee’s end date should be the last day of the month.
 - Address where each temporary employee is placed
 - The status of each temporary employee, e.g. pay-rolled, transitioned, or referred
 - The report should also include the number of temporary employees within each pay increment as illustrated in the “Example of Report” identified in Attachment 2 of IFB 1105.

5. Completion of Assignment – Each temporary employee supplied by the Contractor(s) should be available for the entire length of the assignment. If a temporary employee is unable to complete an assignment, a one-week notice is preferred.

6. Response Time – The Contract User will give the Contractor between four business hours and one business day to confirm availability of a temporary employee to fill a request. However, for “hard-to-fill” positions, Contract User may allow up to five business days for Contractor to confirm availability of a temporary employee to fill the request. In the event that the Contractor is unable to fill the job request, the Contract Users may cancel the request and place the request with another Contractor. The Commonwealth reserves the right to simultaneously give all Contractors an opportunity to fill all “hard-to-fill” positions on a

“first come” basis. In the event that all Contractors are unable to fill the request, the Contract Users will fill the requirement by soliciting pricing from other qualified sources.

Upon Contractor’s confirmation of temporary employee(s) availability, hiring manager will provide Contractor with arrival instructions for temporary employee(s).

7. Emergency Need – In the event of an emergency requirement by the Contract Users, the Contractor shall respond to the request in the time frame established.

8. Failure to Deliver – In case of failure to deliver the required services in accordance with the contract service requirements, terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and may be grounds for debarment of Contractor. This remedy shall be in addition to any other remedies that the Commonwealth may have.

9. Contract Users Refusal – The Contract Users will have the right at any time to refuse any temporary employees supplied by the Contractor(s) for any job related deficiency. Refusal of any temporary employee should not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines. The rejected temporary employee will be immediately removed and prompt arrangements made for a suitable replacement.

10. Performance Guarantee – If a temporary is deemed incapable of effectively performing work as defined by the Commonwealth within the first three work days of the temporary assignment, Contractor shall not charge the commonwealth for the unsatisfactory temporary employee and Contractor shall then provide a replacement to the Commonwealth. The maximum number of hours for which Contractor shall not charge with respect to any assigned temporary employee will be three workdays or twenty-four work hours.

11. Additional Positions – If, during the period of the Contract, positions are required that are not listed within this Contract, the Contracting Agency may specify the required position , following the State Classification and Compensation Rules, and add that (those) positions(s) to the Contract.

12. Background Checks – For certain sensitive locations, temporary employees may be subjected to a criminal and credit background investigation and security clearance. Contract Users will identify, at the time the order is placed, if the screening will be done by the Contract User or the Contractor before employment begins. If it is determined that the Contract User wants the Contractor to have the background screening performed, the Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth as identified in the Consolidated Pricing By Zone attachment under the Professional Screening Fees tab of the spreadsheet.

The temporary employee will have these testes completed prior to being placed with the Commonwealth. If Contractor performs screening tests, Contractor shall provide verification of test results if requested. Normal criminal and credit background investigations are handled differently depending upon the appropriate Contract User. Contactors and Contract Users will agree on the requirements of the background check at the time the order is placed. Once the temporary employee fails any background checks, the temporary employee will no longer be eligible for temporary employment by any Contract User requiring the background checks that

the temporary employee has failed. If a Contractor consistently submits temporary employees who continually fail these tests, the Contract User reserves the right to charge the Contractor the cost of performing this screening process until an acceptable temporary employee can be obtained.

Criminal background checks should identify the following: felony, burglary, breaking and entering, robbery, theft, larceny and sexual offenses. Additionally, the checks should identify the following offenses for the past five years: forgery, fraud, assault and battery, weapons violations, possession, distribution, sale or delivery of a controlled substance, and DUI (if the position requires operation of a vehicle).

If driving is a requirement of a position, Contract Users will require a DMV check. Contract Users will reimburse the cost of the DMV check as identified in the Consolidated Pricing By Zone attachment under the Professional Screening Fees tab of the spreadsheet.

13. Drug Tests – Drug testing requirements will vary for individual Contract Users throughout the Commonwealth. The Contract User will identify if there is a drug test requirement at the time the order is placed. If the Contractor will be performing the drug testing requirements at the request of the Contract User, the Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth as identified in the Consolidated Pricing By Zone attachment under the Professional Screening Fees tab of the spreadsheet.

These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by a Contract User.

14. Initial Training – If the temporary employee fails to appear for the job assignment or work less than two weeks after the completion of the site-specific training or orientation, the Commonwealth reserves the right to refuse to pay for hours accumulated during the site-specific training or orientation.

15. Interviews – VDOT will, and other Contract Users may require on-site interviews of prospective temporary employees prior to employment at no cost to VDOT or the Contract User.

16. Security Services – Contractors proposing security positions must be certified through Department of Criminal Justice Services (DCJS) in accordance with regulations relating to private security services (6VAC20-171), part of the Virginia Administrative Code.

C. Work Hours and Pay Rate Status Determinations

1. Hours of Work - The work week will be from Sunday through Saturday. Contractor should verify work hours at the time the order is placed. Working hours and holidays will vary dependent upon which Contract User and position the temporary employee is placed. Normal working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding official state holidays. Also, there may be requirements for evening, weekend, and overtime

work. Weekend work shall be defined as Saturday and Sunday. Overtime shall be defined as hours worked in excess of 40 per week. Lunch periods will range from 30-60 minutes and will be determined by the Contract Users. Each temporary employee will receive on 15 minute break in the morning and one 15 minute break in the afternoon, exact time of the break will be agreed to by the employee and the end user. No payments will be made for lunch periods. If a temporary employee works on a holiday, regular pay applies to all hours under 40, and for hours over 40, time and ½ applies (reference Attachment 6 for a list of State Holidays).

For hours of work for the Department of Taxation, refer to Section III - E, Additional Requirements - Department of Taxation herein. For temporary employees at the Department of Social Services who will work on weekends and/or holidays, a list of those temporary employee names must be forwarded to the OGS Property and Facilities unit and the appropriate security desk no later than noon on Fridays prior to the weekend/holiday worked.

2. Transitioning Existing Temporary Employees – Temporary employees current working at an agency or institution under a previous contract will not be affected for a period of 90 days (depending on when a new Contract is issued) after the anticipated contract(s) take effect. After 90 days, the agency or institution must establish a new order under the terms of the anticipated contract(s). New requirements or replacements will be obtained under the resulting contract(s).

3. Payroll, Transitioned and Referred Temporary Employees – Temporary employees who are payrolled, transitioned, or referred will have the ability to stay at their current pay rates. However, the markups associated with these temporary employees will be the corresponding markups defined in the Consolidated Pricing By Zone attachment by applicable Contractor and zone, depending on pay increment and temporary service category.

4. Placement Fees – Temporary employees may be hired to the Commonwealth's payroll after 30 calendar days without any fee. The temporary employee will not be responsible for any fee to Contractor.

5. Payment Terms – Standard payment terms for Contract Users are net 30 days from product/service delivery or invoice receipt, whichever is later.

6. Payment Options – Contract Users pay by check, electronic funds transfer (EFT), or with the Commonwealth's authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's card for invoices under \$5,000 per transaction. The Commonwealth does not mandate the use of an authorized charge card for invoices under \$5,000.

D. Agency Specific Background Check Requirements

1. Virginia State Police – The Virginia State Police (VSP) requires a background check by the VSP on all temporary employees to be employed at VSP.

2. Department of Mental Health, Mental Retardation and Substance Abuse Services – The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) requires the following screening/orientation process for temporary employees:

- a. Contractors shall not knowingly send to DMHMRSAS facilities temporary services employees who have been convicted of any crimes that are listed in Section 37.2-314 of the Code of Virginia. The DMHMRSAS facility will perform an FBI/Virginia State Police fingerprint criminal history and Child Protection Services Central Registry background check if they will be performing medical, nursing, staff assistant duties or any other duties requiring direct or work assignment is greater than four weeks in duration. The background check results must be received before the temporary services employee can provide direct services with consumers. The cost for this test will be borne by the DMHMRSAS facility.
- b. The Contractor may be required to perform an alcohol, drug and tuberculosis test, for the DMHMRSAS facility, on each temporary employee. Prior to the start date of the temporary employee's assignment, the results of this test shall be forwarded to the DMHMRSAS facility for any necessary action based on current Commonwealth of Virginia/DMHMRSAS/Facility policy. If Contractor performs screening tests, the Commonwealth will pay for these tests as a pass-through cost.
- c. Site-specific training or orientation of temporary employees may be required. This will be performed by the DMHMRSAS facility at no cost to the Contractor. The DMHMRSAS facility will pay the contracted rate per hour for the temporary employee during the time of this training/orientation. If the temporary employee fails to appear for the job assignment or works less than two weeks after completion of the site specific training or orientation, the Commonwealth reserves the right to refuse to pay for hours accumulated during the initial site-specific training or orientation.

3. Department of Social Services – The Department of Social Services (DSS) requires each temporary employee to be placed in its facilities to pass a Capitol Police background check. Supervisors must notify the Office of General Services Property and Facilities unit when hiring a contract employee. OGS will schedule the background check with Capitol Police. Capitol Police will notify OGS when an employee fails the background check. The Agency will abide by the Capitol Police recommendation that the employee should be terminated. Capitol Police will only issue temporary contract employee badges to those who pass the background check.

Additionally, identification badges are to be worn and must be visible while in the building. Employees must replace lost or damaged ID badges within five working days. Temporary employees must have prior approval from supervisors to take laptops and any other equipment out of the building. Departmental guards have the authority to prevent temporary employees from taking equipment from the building without supervisory approval.

4. Department of Taxation – The Department of Taxation (TAX) requires a Tax Compliance Background Check and a Criminal Background Check on all temporary employees to be employed with TAX. Refer to Section III - E Additional Requirements - Department of Taxation for further detail.

E. Additional Requirements – Department of Taxation

The Department of Taxation (TAX) is a primary source of revenue to finance the services rendered to Virginians by the Commonwealth. Approximately 8 million tax returns are processed annually.

TAX is in need of qualified temporary clerical personnel for seasonal and episodic tax return processing. All previously stated requirements apply to TAX unless otherwise stated herein.

1. Scope of Required Services

The following outlines the functions performed in the processing of tax returns in six sections: (a) Mail Opening / Sorting Individual Tax Returns; (b) Individual Tax Return Screening; (c) Payment Voucher Preparation; (d) Return Batching; (e) VA6 Processing; and (f) Mail Opening / Screening Corporation Returns. These processing operations are a very critical function of TAX. Once the individual tax processing season starts, there is no margin for error in meeting the resource requirements. It would disrupt the whole processing season if the Contractor falls behind. Due to the mission critical nature of TAX's processing operations, TAX will not hesitate to immediately enforce the Agency Refusal clause if and when a Contractor falls behind in meeting its resource requirements to TAX.

a. Mail Opening / Sorting Individual Tax Returns – Temporary employees will receive trays and/or tubs of mail containing individual tax returns, already fully or partially opened with mechanized mail opening equipment. Temporary employees will remove the contents while wearing protective latex gloves for protection. Tax returns are inspected for type, and sorted per instructions by type. At a minimum, temporary employees will be expected to extract and sort 2.67 trays per day.

b. Individual Tax Return Screening – Temporary employees will inspect tax returns for missing documentation and other characteristics and apply screening codes per detailed screening instructions. Depending on the route the returns will take through Data Entry, temporary employees will apply two letter screening codes to the return, or “bubble fill” the appropriate codes using batch header and separator sheets, putting 50 in a batch.

Temporary employees will be expected to perform screening with speed and accuracy, demanding the ability to pay attention to detail and make sound decisions.

- If screening for Direct Lifeworks, must screen 650 returns per day
- If screening for direct scanning, must screen 600 returns per day
- If screening for local Lifeworks (returns received from local offices, where inspection has already been done), must screen 1,300 per day
- If screening for local scanning, must prepare 1,000 per day

c. Payment Voucher Preparation – Temporary employees will be presented with tax returns with checks attached. Temporary employees will prepare a payment voucher by applying a remittance number peeled from the voucher to the tax return, and writing in check amount and social security number on the voucher when

necessary, 100 to a batch. Temporary employees will be expected to prepare a minimum of 600 vouchers per day.

- d. **Return Batching** – Returns that are prepared for Data Entry “Lifeworks” must have sequence numbers applied to each return. This is physically done using a 7-digit hand batcher. Temporary employees will be expected to batch 40 batches per day.
- e. **VA6 Processing** – Temporary employees will remove VA6 (yearly employer withholding reconciliations) returns from envelopes, along with W2’s and any checks. The W2’s are placed in pronto trays and issued tray numbers. The returns and checks are sorted, bundled and prepared for remittance processing. This task requires the ability to lift up to 5-6 pounds (trays and tubs of mail), and to be able to recognize and sort various pieces of correspondence. At a minimum, temporary employees are expected to handle 1,000 pieces of this type of mail per day.
- f. **Mail Opening / Screening Corporation Returns** – Procedure is fundamentally very similar to individual return procedures. Corporate mail is removed from envelopes, sorted by type, and various screening and coding is performed on each return. Returns are separated using appropriate colored separator sheets. Temporary employees are expected to open, screen and code 50 corporate returns per hour.

2. Scope of Required Needs – On-site Administrator

The Contractor will be required to provide at least one on-site administrator who shall coordinate the resource needs and administrative duties related to this Contract.

- a. **Hours** – During the months of January through the end of June, the on-site administrator shall be on site at TAX no less than eight hours per day between 7:00 AM and 6:00 PM as determined by TAX, Monday through Friday, excluding recognized State holidays as defined herein. During the months of July through the end of December, the on-site administrator will be onsite no less than eight hours a week, to be determined by TAX.
- b. **Location** – The on-site administrator shall be responsible for the administrative duties related to this contract at all three of TAX’s processing locations; 220 West Broad Street, 3600 West Broad Street, and 4790 Eubank Road – all located in Richmond, VA. During January through June, the on-site administrator will primarily be stationed at the 3600 West Broad Street location.
- c. **Resources** – TAX will provide the on-site administrator with an office at the 3600 West Broad Street location, and access to a copier, telephone, fax machine, and private conference rooms. The office will have the necessary connections established for usage of a PC (personal computer) and accompanying modem should the Contractor want to provide the on-site administrator with a PC and modem.

3. TAX Temporary Employment Requirement Guidelines

- a. **Qualifications of Contractor's Staff** – The Contractor shall include resume(s) describing the qualifications and experience of key individual(s) who will be assigned to TAX under this contract (i.e. On-site Administrator, etc.). TAX does not expect those specific individuals whose resumes are submitted to be available to TAX in all cases over the term of the contract; however, the Contractor shall provide TAX with individuals of equal or superior qualifications to those originally presented in their proposal. Any individual presented to TAX as a replacement shall be reviewed and approved by TAX prior to their assignment.

- b. **Work Hours** – TAX primarily runs one shift for processing operations; however, resources will be required to run a second shift during the time frame of March through May (TAX will work with the Contractor in identifying when this is and what resources will be needed). The normal working hours for the day shift are 7:30 AM – 4:15 PM, Monday – Friday (excluding holidays). The normal working hours for the evening shift are 5:00 PM – 9:30 PM, Monday – Friday (excluding holidays). Saturday work will be required as directed by TAX during the months of March, April and May. TAX's workweek is defined as Sunday through Saturday, and all time sheets and billing shall reflect such.

As long as required work hours are met, flexible starting/ending times and job sharing will be allowed within the time ranges listed above. For example: if there is an employee who only wants to work 3 nights a week and another who only wants to work 2 nights a week, that would be acceptable.

- c. **Overtime Hours** – There may be requirements for overtime work. Overtime shall be defined as hours worked in excess of 40 hours per week, based on TAX's workweek (Sunday through Saturday). All overtime must be pre-approved by TAX. The Contractor shall make this clear to temporary staff. The peak period when mandatory overtime may be required by TAX is April 1st through May 20th.
- d. **Holidays** – Reference Attachment 6 for a list of State Holidays. If banks are open on a holiday listed in Attachment 6, temporary personnel may be required to work on that day. They may also be required to work on President's Day due to heavy work volume. TAX will give advanced notice in such cases. TAX will not pay for any holidays unless they are worked.
- e. **Lunch Breaks** – Lunch periods will be 45 minutes. No payments will be made for lunch periods. One 15 minute break will be provided for every 4 hours worked.
- f. **Work Location** – There are three work locations: 2200 W. Broad Street, 3600 W. Broad Street, and 4790 Eubank Road, all in Richmond, VA. TAX may assign temporary personnel to any of the locations and may change assignment locations at anytime.
- g. **Background Checks** – Criminal background investigations and tax compliance background checks will be conducted on all temporary personnel recommended for assignment at TAX. Both background checks will be governed by TAX's standards. It is desirable that the Contractor performs the criminal background investigation. The Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth.

- h. Tax Compliance Background Check** – TAX will perform the tax compliance background check. The Contractor should allow up to five workdays for TAX to complete the background check prior to employment at TAX. Based on past experience, one out of every five temporary personnel has tax compliance issues, which delay or prevent them from being placed at TAX. The Contractor shall factor this into their hiring schedule to ensure that TAX’s resource requirements are met on time as outlined herein. Employment may begin after a satisfactory tax compliance check; however, continued employment will be based on a satisfactory criminal background check.
- i. Orientation Handout** – The Contractor shall develop an orientation handout that the On-site Administrator shall distribute to each new employee upon assignment to TAX. The handout (approximately 2 to 3 pages, 8 ½ “ x 11”) should cover such information as: work hours, lunches, breaks, overtime, parking, incentives, security badges, employee conduct and attire, confidentiality of tax information and other relevant TAX policies and procedures. TAX will assist the Contractor in developing the handout. The Contractor shall submit a final draft of the handout to TAX for approval prior to use. It is desirable that the Contractor be responsible for printing the handout.
- j. Time Sheets** – Temporary employees shall complete daily time sheets provided by TAX (Contractor time sheets may be used if approved by TAX in advance). The time sheets will provide for signing in and out time, total daily hours, and employee’s initials. TAX’s area supervisor will sign off daily on the hours worked. The On-site Administrator shall collect and review the time sheet for accuracy. A summary time sheet for the week will be faxed to TAX’s billing coordinator on Monday mornings. Both TAX’s supervisor and the On-site Administrator shall sign off on time sheets. Time sheets shall not be turned in until after the close of business on the last day of the workweek (Saturday).
- k. Parking and Transportation** – At both locations on West Broad Street (2200 and 3600), TAX will provide parking for evening/Saturday shift employees in a lighted parking lot directly behind the building.
- l. Security Badges** – Upon assignment to TAX (2200 W. Broad Street location only), TAX will issue temporary employees a security access badge that will allow them access to TAX. The Contractor shall be ultimately responsible for badges issued to temporary employees and shall issue TAX a \$5.00 credit for any security access badges that are not returned. The \$5.00 cost covers what it would cost TAX to replace the access card.

F. Additional Requirements – Event Staffing Services

1. Scope of Required Services

The events will range in venue, including but not limited to (a) men’s basketball games, (b) high school basketball games, (c) graduation ceremonies, (d) small concerts and other events scheduled at various facilities, with crowd size ranging from approximately 500 to 7,000 attendees. The average duration for an event is anticipated to be two and

one-half hours. Event staffing services will typically be required Monday through Friday, during evening hours (e.g. 5:00 PM – 12:00 AM), but may be required on weekends (defined as Saturday and Sunday) and occasionally overnight.

Event staffing will be required for approximately four and one-half hours, with staff required to report to the site two hours prior to the event. Release times for event staff will be staggered. In addition, the Contractor and the Contractor's personnel shall perform services as required to accommodate late event starting times (which would cause the event to exceed the originally scheduled time). Reference the Position Titles and Job Descriptions attachment for event staffing services positions descriptions. Upon request by Contract User, the Contractor's event staffing personnel shall perform other event related duties as assigned, at no additional cost.

2. Event Staffing Services Temporary Employment Requirement Guidelines

a. Criminal Background Checks – All temporary employees who shall be performing event staffing services must have obtained a criminal background check through the Virginia State Police (Virginia Police Central Criminal Records Exchange), within the past twelve months. In the event the Contractor intends to hire new personnel to perform the required services, the background checks should be initiated at the time of hire. The Contractor may hire personnel contingent upon receiving an acceptable background check, only if an acceptable background check is obtained and on file prior to the Contractor's employee performing the required services for VCU. All criminal background checks are the sole responsibility of the Contractor.

b. Private Security Services Certification – Contractors must be certified through Department of Criminal Justice Services (DCJS) in accordance with regulations relating to private security services (6VAC20-171), part of the Virginia Administrative Code.

c. Uniforms – The Contractor's personnel, as instructed by the end user, shall be required to wear black pants, a white collared button-up shirt or a highly visible event staffing t-shirt and black shoes. It shall be the responsibility of the Contractor or the Contractor's personnel to supply and/or obtain the uniform requirements.

In addition, for some events, all event staffing personnel shall wear, as instructed by the Contract User, an event vest or black tie, which will be supplied by the Contract User. All vests and/or ties shall be returned to the designated Contract User event representative in the same condition in which they were received by the event staffing personnel. In the event a vest or tie is damaged (as solely determined by end user) by the Contractor's personnel, the Contractor shall be responsible (to end user's satisfaction) or replacement at the Contractor's sole expense.

The Contractor shall obtain the Contract User's prior approval on all uniform requirements that will not be supplied by the Contract User.

d. Equipment – The Contractor shall be required to furnish a metal detector for all

event staff security personnel for each event. The metal detectors shall be hand-held wand versions, comparable to those utilized by Richmond International Airport security personnel. The Contract User's Director of Sports Facilities, Police Department, and Contractor will mutually agree on the number of metal detectors required prior to the event. The number of metal detectors required will range from zero to 25. Additional metal detectors may be required depending on the circumstances of the event.

- e. **Event Staffing Personnel Fees** – Hourly rates shall be paid for productive hours on the job site only. Travel shall be considered the Contractor's overhead costs. Overtime and/or differential rates shall not be paid by the Contract User, regardless of when services are performed (i.e. day, evening, weekend, overnight, holiday, etc.).

IV. Special Terms and Conditions

A. **REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):**

1. Contractor's Monthly Report of Sales – Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. Reference Attachment 5 of IFB 1105 for the report template which identifies the information to be provided. Reports are to be provided no later than the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Due to high visibility of the VaPP, consistent report tardiness may be cause for contract termination. Monthly reports shall be sent to the Contract Officer and to the following email address:

vappreport@dgs.virginia.gov

2. Surcharge Adjustment – **The Contractor must pay the Department of General Services (DGS) a Surcharge Adjustment fee (SCA) under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals 2% of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.**

Checks are to be payable to: Treasurer of Virginia

**Checks are mailed to: Department of General Services
P.O. box 267
Richmond, VA 23218-0267**

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract Debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and/or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

B. ACCEPTANCE PERIOD: Any response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until award is made or the solicitation is cancelled.

C. ADVERTISING: In the event a contract is awarded for supplies, equipment, or Services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that (name of agency/institution) has purchased or uses any of its products or services, and the contractor shall not include (name of agency/institution) in any client list in advertising and promotional materials.

D. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

E. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Contracting Agency and Authorized Users shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

F. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. CONFIDENTIALITY: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation, and Substance Abuse Services (DMHMRSAS) or any Contract User. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorization;
2. Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
3. Disclose to any other person or allow any other person access to any information related to any Contract User, or DMHMRSAS, or any of its facilities that is proprietary

or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

4. Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that any Contract User, DMHMRSAS and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that any Contract User, DMHMRSAS may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this agreement may result in contract default.

H. DURATION AND AVAILABILITY OF PRICES: The prices, terms and conditions that you specify in your proposal must be valid until you withdraw the proposal. Should any contract be signed, pricing, pricing structure and pricing escalation/de-escalation will be governed by the terms and conditions contained in Section V of IFB 1105.

I. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA internet e-procurement solution and agree to comply with the following:

Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (ICIF) Specification that can be accessed and downloaded from www.eva.virginia.gov.

J. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code	RFP Title	

Name of Contract Officer _____

The envelope should be addressed as stated on the Invitation for Bid (IFB) Response form, located before the Notice of Intent to Respond.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

K. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

L. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

M. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

N. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposed prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four successive one year periods under the terms and conditions of the original contract except as stated below. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one year period, the profit markup for the additional one year should not exceed the profit markup of the original contract increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during the first one year renewal the Commonwealth elects to exercise the option to renew the contract for the second additional one year period, the profit markup for the second additional one year period should not exceed the profit markup of the first one year renewal period increase by no more than the percentage increase of the "Other

Services” category of the CPI-W section of the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics for the latest twelve months for which statistics are available.

3. If during the second one year renewal the Commonwealth elects to exercise the option to renew the contract for the third additional one year period, the profit markup for the third additional one year period should not exceed the profit markup of the second one year renewal period increase by no more than the percentage increase of the “Other Services” category of the CPI-W section of the consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics for the latest twelve months for which statistics are available.
4. Any subsequent increases or decreases in the statutory markups (e.g. changes in FICA rate) mandated by government regulation will be considered no a case-by-case basis. Contractor will be required to submit, in writing, to Contract Officer appropriate documentation and justification for any changes in the statutory markup.

P. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale of discount price.

Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

R. SECURITY RULES AND REGULATIONS: The Contractor shall be responsible for ensuring that all personnel connected with the work comply with any and all of the rules and regulations of the Contract Users that engage their services. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor’s equipment and personnel shall be subject to security checks and associated delays there from.

S. ADDITIONAL SECURITY REQUIREMENTS FOR TEMPORARY EMPLOYEES PLACED AT CORRECTIONAL INSTITUTIONS:

1. There shall be no verbal discussion or physical contact between a Contractor’s employees and inmates.
2. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
3. No weapon, alcohol, drugs or medication of any type are allowed on State property.
4. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.

5. No tools shall be left about the job site unattended. When not in use, all tools and ladders shall be securely locked.
6. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
7. All tools and ladders shall be removed daily from inside of the Institution. If storage is desired on Institution property, arrangements shall be made with the Secretary Chief of Buildings and Grounds.
8. All security regulations shall be observed at all times. These will be made known to the Contractor and his representative by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
9. All persons entering the prison complex are subject to being searched.
10. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
11. An institutional employee will be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.
12. Agency will provide an escort guard with truck.
13. No vehicle will be permitted to leave the facility until after the daily or routine security check.
14. Each day, Contractor shall provide a tool and equipment list for inventory check at the sally point.
15. Contractor shall remove all tools from facility at the conclusion of each workday.
16. All Contractor employees shall have a valid identification with photograph at all times for identification that is acceptable to the institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the institution without valid identification.
17. The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise impaired.
18. Other traditional security rules and regulations may also be required by the Agency.