

NOTICE OF AWARD

Commonwealth of Virginia

Temporary Employment Services

CONTRACT NUMBER PF-1105-09VP

NOVEMBER 06, 2008

VENDOR CONTACT INFORMATION

Contract Number PF-1105-09VP

ABACUS CORPORATION S

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Services all zones.**CALIPER INCORPORATED** S

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Donna Krueger

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I. INTRODUCTION

A. Statement of Purpose

THE COMMONWEALTH OF VIRGINIA spends approximately \$5 billion per year on goods and services. There are 200+ agencies and 30+ institutions of higher education located throughout the Commonwealth that account for this spending. In addition, municipalities, other public bodies, and other public entities authorized to use contracts by the Code of Virginia, are significant buyers within Virginia above and beyond state spending, and they often also purchase from attractive statewide contracts.

The Commonwealth of Virginia's agencies, institutions of higher education and other public bodies collectively referred to as the "**Contract Users**" are expected to spend in excess of \$20 million annually on Temporary Employment Services across their agencies, institutions and other public bodies.

Please be aware that the pricing obtained through this process is expected to be more aggressive than any individual agency, institution or municipality currently may have with your company.

The purpose of this IFB is to solicit sealed proposals to establish up to five Contracts per Zone for the purchase of Temporary Employment Services across the Commonwealth. Note: the Commonwealth reserves the right to establish up to five (5) multiple Contracts within the various zones listed in this IFB or just select a vendor or vendors who best meet the needs of the Commonwealth.

The Commonwealth would like to invite your company to respond to this IFB with an offer which would encourage the Contract Users to transfer all or part of their Temporary Employment Services purchasing volume. **Although no assurance can be given that any one Offeror will obtain all of the business from the Commonwealth, Virginia intends to award its business to the Offeror(s) that provide the best mix of price, quality, experience, financial stability and service, while taking into account price, financial viability and the locations Offeror(s) will be able to provide temporary employees throughout the Commonwealth.**

B. Background

In aggregate, Virginia's Contract Users are expected to spend in excess of **\$20 million** dollars annually on Temporary Employment Services, with spending distributed across locations and categories. **Since this number is based on past usage, and may fluctuate up or down, the Commonwealth is not in a position to guarantee minimum volume commitments.** Nevertheless, the Commonwealth's Contract Users expect that their pricing will be significantly improved, based on the aggregate purchasing power of the Commonwealth, while also maintaining or improving their current service levels.

So that Offerors may better understand the full scope of statewide Temporary Employment Services needs that are being addressed in this IFB, further details of Commonwealth spending on Temporary Employment Services are provided in IFB Sections III. A. Products and Services and III. B. Historical Demand Profile, as well as in Attachment 5. Demand Profile.

C. Proposal Evaluation

Please read through all sections of the IFB carefully and provide the information as requested. Details for preparing your proposal are provided in IFB Section IV. – Instructions for Materials to be returned. Your proposal should provide your most aggressive pricing under the assumption that your company may receive a substantial portion of the Commonwealth of Virginia’s business. The overall criteria that will be used to evaluate your proposal are as follows:

1. Evaluation Criteria:

1. Markup

2. Financial Stability as determined by the Commonwealth

3. Offeror must have a minimum of two (2) years experience of providing the requested Temporary Employee Services, in the Commonwealth of Virginia.

*For pricing to be valid, offeror MUST meet requirements as articulated in Section III Products and Services Demand Profile, C. Pricing, Quality and Service Requirements.

Price will be evaluated on the markups and other pricing data submitted, such as prompt payment discounts by Offeror. Offeror Experience/Stability will be evaluated based of the information provided by Offeror, to include General Company Information, Service Capabilities, Recruiting, Training, Reporting Capabilities, Response, Turnover, Implementation, Transitioning Temporary Employee Staff, and compatibility with eVA. Additionally, the ability to service the areas of Virginia as the Offeror will indicate in Attachment 2 will be taken into consideration.

The Commonwealth’s spending encompasses several Temporary Employment Services subcategories, which together comprise the entire Temporary Employment Services Requirements. **If Offer chooses to make an offer on only one Specific Zone listed in this IFB, the response will be measured using the evaluation criteria supplied above in the best interest of the Commonwealth. Evaluation will be based on the best offers that meet the needs of the Contract Users according to the criteria above.**

2. Award

Selection may be made of up to five (5) Offerors (per zone) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the IFB. Award(s) may be made on zones, or statewide based on the best proposals evaluated according to the criteria above. If more than one Offeror is selected per zone the Offerors will be listed from low to high. End users will select the Offeror who can best meet their needs.

The Commonwealth may cancel this IFB or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be awarded to that Offeror. **The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor’s proposal.**

D. IFB Process, Timing and Checklist

The timeline for this IFB process is aggressive. Proposals are due **at 1:00 p.m. EDT on October 20, 2008.**

It is anticipated that the winning Offeror(s) will finalize and sign contracts within 20 days of being selected for award, subject to taking into account any required transition period(s) from existing contract(s).

As part of the IFB process with the Commonwealth of Virginia, a public proposal opening will be held. The purpose of the proposal opening is to read aloud the name(s) of the Offeror(s) submitting proposals. The proposal opening for Temporary Employment Services will be on October 21, 2008, 2:00 p.m. EDT at Division of General Services, Department of Purchases and Supply, 1111 E. Broad Street, 1st Floor, Bid Tabulation Room, Richmond, VA 23218. It is not mandatory for Offeror(s) submitting proposals to attend the proposal opening.

Key IFB Dates:

Activity	Date
IFB Issue Date	September 25, 2008
Mandatory Pre-Proposal Conference, to be held at the DPS Office, 1111 E. Broad Street, Richmond, VA, 1 st floor.	September 30, 2008
Written Questions due no later than Written Answers Distributed no later than	October 8, 2008. October 13, 2008
Proposals due (including pricing and questionnaire answers), signed cover letter.	1:00 p.m. EDT October 20, 2008
Public Proposal Opening	2:00 p.m. EDT October 21, 2008

In addition, any required Addenda will be announced on an as-needed basis. There will be a mandatory pre-proposal conference for this IFB held on September 30, 2008 at the DGS/DPS Office located at 1111 East Broad Street, 1st floor Conference Room, 1:00 p.m. **Bids received from Offerors who do not attend the mandatory pre-proposal Conference will not be accepted.**

E. IFB Definitions

Whenever the following terms are used in this document, the definitions below should be used for interpretation:

COMMONWEALTH: The Commonwealth of Virginia Issuing Agency, DGS/DPS. The issuing agency will administer the contract on behalf of all Contract Users across Virginia.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, company, or corporation that has been awarded a contract by the Commonwealth following the IFB process.

CONTRACT USERS: All State Agencies, Institutions of Higher Education, other public bodies and other entities authorized to use these contracts by the Code of Virginia.

OFFEROR: Any individual, company, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The complete response of the Offeror(s) submitted on the approved form and setting forth the Offeror(s)'s prices for performing the work or supplying the material or equipment described in the specifications.

VASCUPP: Virginia Association of State College and University Purchasing Professionals, which represents the cooperative buying of 9 institutions of higher education: The College of William and Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, Virginia Tech.

F. Inquiries & Questions

Any questions with regard to any aspect of this IFB may ONLY be sent in writing via e-mail to robert.parolisi@dgs.virginia.gov, fax to Robert A. Parolisi at (804) 786-5413, Questions must be received on or before October 8, 2008 at 2:00 p.m. All questions will be answered in writing and distributed via e-mail to all Offerors who attended the Mandatory pre-proposal conference. Inquiries should make specific reference to the sections and page numbers from this IFB where applicable.

II. IFB TERMS AND CONDITIONS

By submitting a proposal, Offerors are in agreement with the following IFB terms and conditions:

A. Incurred Expenses

Neither the Commonwealth of Virginia nor the Contract Users are responsible for expenses incurred by your company to develop and submit your Proposal. Any costs incurred for site visits for discussions or negotiations are also entirely the Offerors responsibility.

B. Ownership of Offer Data

Ownership of all data, materials, and documentation originated and prepared for the Commonwealth pursuant to the IFB shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.** The proprietary or trade

secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Other IFB Terms and Conditions

By submitting a proposal, Offerors certify that all information provided in response to this IFB is true and accurate. Failure to provide information required by this IFB may ultimately result in rejection of the proposal.

Please refer to the General Terms and Conditions noted in Solicitation # E194-1105-1, Folder # 33615 and Section V. Special Terms and Conditions, which will govern the resulting contractual agreement.

D. Duration and Availability of Prices

The prices, terms and conditions that Offeror specifies in their proposal must be valid until proposal is withdrawn by Offeror. Should any contract be signed, price rates, markups & pricing structure will be governed by the required General Terms and Conditions and the Special terms and Conditions at the end of this IFB as well as Section III, Service Requirements.

III. PRODUCTS AND SERVICES DEMAND PROFILE

A. Products and Services

The Commonwealth may purchase approximately \$20 million worth of Temporary Employment Services. Some of the key categories of Temporary Employment Services positions used 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

These services have been purchased through two (2) existing contracts. The Commonwealth may combine these separate volumes into contracts for the largest logically consolidated total volume(s) possible, while meeting our price and service needs of each zone.

B. Historical Demand Profile

We are providing detailed position-level demand profile information in order to help you prepare your proposal. Attachment 5, Excel spreadsheet contains the positions and number of hours associated with each of these positions by zone for fiscal year 2008.

Overall, there are more than 240 positions and position levels that represent the Temporary Employment Services purchases that Contract Users made over the past several years. These positions are representative of commonly needed positions across the Commonwealth. Notice that many positions are divided into three (3) levels in order to accommodate the need for different experience levels among temporary employees.

While you should use the demand information provided here as a guide, please understand that it does not represent a commitment by the Commonwealth. We encourage you to make offers on as many zones as possible. However, if you are focused on a certain zones, it is permissible to make offers for those zones.

The Commonwealth is soliciting pricing in two ways:

1. Offeror is to submit a corresponding markup (as a percentage above the pay rate) for each position, in each zone. This pricing may be used when Contract Users are requesting the Contractor(s) to send candidates identified by the Contractor(s) to fill specific position descriptions on an as-needed basis. The Commonwealth will set the pay range. These pricing grids are located in Attachment 2.
2. Offeror is to submit markups for pay rolled, transitioned, or referred temporary employees for a given pay range, in each category of temporary service. This pricing will be used when Contract Users have already identified a temporary employee, pre-defined their pay rate, and they are sent to the Contractor for pay-rolling purposes. Of the total baseline, it is anticipated that approximately \$2.6M constitute spend for temporary employees who will need to be pay rolled.
3. The following table contains a category-level demand profile by zone. Note that the absence of numbers in the following Demand Profile table does not indicate that there is no demand for a particular category in a particular zone. The absence of spend information only indicates that the corresponding data in a particular Zone was unavailable. Dollar amounts are given in Millions.

Category	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Unknown	TOTAL
Accounting / Fiscal Services	\$0.043	\$0.074	\$0.220			\$0.037	\$0.026		\$0.401
Administrative Services	\$1.190	\$1.199	\$3.950	\$0.011	\$0.050	\$0.082	\$0.585	\$0.565	\$7.633
Event Services		\$0.062	\$0.139						\$0.201
General Labor / Trades / Craft	\$1.903	\$1.194	\$1.780	\$1.695	\$0.512	\$1.019	\$1.732	\$0.964	\$10.780
Health and Human Services		\$0.318	\$0.023	\$0.035	\$0.048	\$0.038		\$0.020	\$0.483
Media Services		\$0.019	\$0.044				\$0.003		\$0.067

Miscellaneous		\$0.009	\$0.151				\$0.024		\$0.183
Tax Services			\$1.142						\$1.142
Technical / Engineers	\$0.819	\$0.031	\$0.844		\$0.309	\$0.210	\$0.381		\$2.593
Unknown	\$0.001	\$0.194	\$1.172			\$0.002	\$0.486	\$6.163	\$8.017
TOTAL	\$3.957	\$3.1	\$9.466	\$1.741	\$0.919	\$1.391	\$3.234	\$7.712	\$31.5

C. Pricing, Quality and Service Requirements

1. Pricing

The Commonwealth is requesting pricing for each position. This includes temporary employee markups. Mark ups will be requested by zones (please see Attachment 2 for zone definitions) to reflect cost-of-living differences. Note that pay rates will automatically be converted into 20% pay bands based on the amounts Offeror enters into the pricing Attachment 2. Bill rates will be calculated automatically based on your proposed mark ups. Your price proposal implies that you are able to satisfy or exceed the service levels/quality requirements articulated in this IFB.

During the term of any resulting contract, Contractor is to commit to providing the Commonwealth pricing and responsive service to each of the Contract Users.

Additionally, no service fees or additional costs will be invoiced to the Commonwealth by the Contractor during the term of this agreement (except as described in this IFB.)

2. Quality Requirements for Temporary Employees

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:

2.1. 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. The requirements of these services are explained in the Section 3. Service Requirements. Include pricing for these services as indicated in Attachment 2.

2.2. 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 or 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.

2.3. 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.

2.4. 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 service categories covered in this IFB. VDOT requires most field personnel to have safety shoes, 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.

3. Account Service Requirements

In addition to the requirements outlined above, the Contract Users expect temporary employment agencies to meet minimum standards with respect to the following service criteria:

3.1. 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.

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

3.3. 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. The Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth. Offeror will provide pricing for these costs in Attachment 2. The temporary employee will have these tests 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. Contractors and Contract Users will agree on the requirements of the background check. Contract Users shall reimburse the Contractor at the rates specified in Attachment 2. 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 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 (5) years: forgery, fraud, assault and battery, weapons violations, possession, distribution, sale or delivery of a controlled substance, and DWI (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 specified in Appendix M.

3.2.1 Virginia State Police

The Virginia State Police (VSP) requires a Background Check by the VSP on all temporary employees to be employed with VSP.

3.2.2 Department of Mental Health, Mental Retardation and Substance Abuse Services

The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) require 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 (4) 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, 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.

3.2.3 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.

3.2.4 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. See Section D. Additional Requirements for Department of Taxation for further detail.

- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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. Offerors will elaborate on how this will be accomplished in Question 2.6 of Appendix A. The Contractors 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 call and to resolve with hiring manager any absentee/performance issues of the temporary employee(s).

3.8. 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. The Commonwealth will pay for these tests as pass-through costs for temporary employees who are placed with the Commonwealth. Offeror will provide pricing for these costs in Appendix M. 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 any Contract User. Offeror shall provide pricing for drug tests in Appendix M.

Both Contract Users and the Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

3.9. 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.

3.10. eVA. All Contract Users will submit orders to the Contractor via the Commonwealth's electronic procurement system. Contractors must register on eVA. Please refer to Section V. Required General Terms and Conditions, and Section VI. Special Terms and Conditions, 7. eVA Business-To-Government Contracts. Please state on the appropriate part of Appendix O, tab "Ability to meet eVA Requirements", your ability to do business with the Commonwealth via eVA.

3.11. 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 to for debarment of Contractor. This remedy shall be in addition to any other remedies that the Commonwealth may have.

3.12. Hours of Work. The work week will be from Sunday through Saturday. Contractor should verify work hours at the time 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 one 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. Please see Attachment 6 for a list of State holidays.

For hours of work for the **Department of Taxation**, see Section D. Additional Requirements for Department of Taxation. For temporary employees at the **Department of Social Services** who will work on weekends and/or holidays must be forwarded to the OGS Property and Facilities Unit and the security desk no later than noon on Fridays prior to the weekend/holiday worked.

3.13. 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.

- 3.14. 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.
- 3.15. Ordering Methods.** The Commonwealth requires Contractor(s) to accept orders via the eVA ordering system. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders through eVA or suppliers' computer online system that interfaces with eVA. Contract Users may specify staffing needs by phone, fax, or email; however, actual orders must be placed through eVA. **Contractor(s) will not accept confirming orders not processed through eVA.**
- 3.16. 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.
- Using EFT via eVA will generally get you a lower transaction cost and save you money compared to payment via the purchasing card.
- 3.17. Payment Terms.** Standard payment terms for Contract Users are **net 30** days from product delivery or invoice receipt, whichever is later.
- 3.18. Pay-rolled, Transitioned and Referred Temporary Employees.** Temporary employees who are pay-rolled, 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 submitted by Offeror in Attachment 2, depending on pay increment and temporary service category.
- 3.19. Performance Guarantee.** If a temporary is deemed incapable of effectively performing work as defined by the Commonwealth within the first three (3) 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 (3) workdays or twenty-four (24) work hours.
- 3.20. 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.
- 3.21. Response Time.** The Contract User will give the Contractor between four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill the request. However, for "hard-to-fill" positions, Contract User may allow up to five (5) 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).

- 3.22. **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.
- 3.23. **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.
- 3.24. **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. This 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.
- 3.25. **Transitioning Existing Temporary Employees.** Temporary employees currently 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).
- 3.26. **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 employees.

Additional Transportation and Parking requirements for the **Department of Taxation** can be found in Section D. Additional Requirements for Department of Taxation.

- 3.27. **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. All monthly reports should be in Excel and emailed to Robert A. Parolisi, DGS/DPS, e-mail: robert.parolisi@dgs.virginia.gov, (804) 786-0078 (phone):
- 3.27.1. By total amount spent by Contract Users. This report will be provided by month and cumulatively for the contract period.
- 3.27.2. 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:
1. Position title of each temporary employee
 2. Regular pay rates, markups, regular bill rates, and overtime bill rates
 3. Number of regular and overtime hours worked
 4. Total dollars billed
 5. 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.
 6. Address where each temporary employee is placed
 7. 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 given in Attachment 2. See attachment called "Example of Report".

Contract Users may also require periodic quality reports. These reports should include, but not be limited to, the information stated above.

Additionally, Contract Users will require a list of temporary employees who have failed any tests and are no longer eligible for temporary employment with the Commonwealth. This list should be submitted monthly to Contract Officer.

D. Additional Requirements for 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 in Section 2, Statement of Needs for TAX.

1. Scope of Services

The following outlines the functions performed in the processing of tax returns in six (6) 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.

1.1. 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 according to type per sorting instructions. Temporary employees will be expected to extract and sort 2.67 trays per day at a minimum.

1.2. 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 1300 per day.
- If screening for local scanning, must prepare 1000 per day.

1.3. 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 600 vouchers per day minimum.

1.4. 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.

1.5. 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.

Temporary employees are expected to handle 1000 pieces of this mail per day, minimum.

1.6. Mail Opening / Screening Corporation Returns

Procedure is fundamentally very similar to individual return procedure. 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.

The tax processing operations described above are a very critical function of TAX. TAX requires a Contractor who has the capability and capacity to perform the services specified in this RFP, especially a Contractor who can provide the required number of employees when they are needed. Once the individual tax-processing season starts, there is no margin for error in meeting the resource requirements. It will disrupt the whole processing season if the Contractor falls behind. Due to the

crucial nature of TAX's processing operations, TAX will not hesitate to immediately enforce the Agency Refusal clause if and when the Contractor falls behind in meeting the resource requirements.

2. Statement of Needs for TAX

Onsite Administrator. The Contractor shall provide at least one (1) onsite administrator who shall coordinate the resource needs and administrative duties related to this contract.

Hours. During the months of January to the end of June, the administrator shall be on site at TAX no less than eight (8) hours per day between 7:00 A.M. and 6:00 P.M. as determined by TAX, Monday – Friday, excluding holidays. Please see Appendix S for a list of state holidays. During the months of July to the end December, the administrator shall be on site no less than eight (8) hours a week, to be determined by TAX.

Location. The administrator shall be responsible for the administrative duties related to this contract at all three of TAX's processing locations: 2220 West Broad St., 3600 West Broad St., and 4790 Eubank Road. During January through June, the administrator will primarily be stationed at the 3600 West Broad St. location.

Resources. TAX will provide the administrator with an office at 3600 West Broad St., and access to a copier, telephone, fax, and private conference rooms at both locations. The administrators' office at 3600 W. Broad St. will have the necessary connections for a PC and modem should the Contractor want to provide the administrator with a PC and modem.

Qualifications of Contractor's Staff. Appendix R requires that the Offeror must include resume(s) describing the qualifications and experience of key individual(s) who will be assigned to TAX under this contract (i.e. onsite 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.

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-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 a.m. - 4:15 p.m., Monday - Friday (excluding holidays). The normal working hours for the evening shift are 5:00 p.m. - 9:30 p.m., Monday - Friday (excluding holidays). Please see Appendix S for a list of 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 a 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.

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.

Holidays. See Attachment 6 for a list of State holidays. If banks are open on a holiday listed 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.

Lunch and 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.

Work Location. There are three work locations: 2220 W. Broad St., 3600 W. Broad St., and 4790 Eubank Road. TAX may assign temporary personnel to any of the locations and may change assignment locations at anytime.

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. Offeror will provide pricing for these costs in Appendix M.

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 in Attachment A. Employment may begin after a satisfactory tax compliance check; however, continued employment will be based on a satisfactory criminal background check.

Orientation Handout. The Contractor shall develop an orientation handout that the onsite administrator shall distribute to each new employee upon assignment to TAX. The handout (approximately 2 to 3, 8-1/2" x 11" pages) 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.

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 sign in and out time, total daily hours, and employee's initials. TAX's area supervisor will sign off daily on the hours worked. The onsite administrator shall collect and review the time sheets 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 onsite 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).

Parking and Transportation. At both locations (2200 and 3600 W. Broad Sts.) TAX will provide parking for evening/Saturday shift employees in a lighted parking lot directly behind the building.

Security Badges. Upon assignment to TAX (2220 W Broad St. 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 covers what it would cost TAX to replace the access card.

E. Additional Requirements for Event Staffing Services

The following is the scope of work for Event Services.

1. Scope of Work

The events will range in venue, including, but not be limited to: men's basketball games, high school basketball games, graduation ceremonies, 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 (2) and one-half (1/2) hours. Event staffing services will typically be required Monday through Friday, during evening hours (e.g. 5:00 p.m. – 12:00 a.m.), but may be required on weekends (defined as Saturday and Sunday) and occasionally overnight.

Event staffing will be required for approximately four (4) and one-half (1/2) hours, with staff reporting to the site two (2) 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 (i.e. due to a late start, the event may exceed the originally scheduled time).

Please see Appendix I-1 for Event Staffing Services position descriptions. Upon request by end user, the Contractor's event staffing personnel shall perform other event related duties as assigned, at no additional cost.

2. Additional Service Requirements for Event Staffing Services

In addition to the Service Requirements listed above in Section C, the following requirements are required for Event Staffing Services.

2.1. 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 (12) 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.

2.2. 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.

2.3. 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 or obtain the uniform requirements.

In addition, for some events, all event staffing personnel shall wear, as instructed by the end user, a event vest or black tie, which will be supplied by end user. All vests and/or ties shall be returned to the designated end 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 end users prior approval on all uniform requirement not supplied by end user.

2.4. 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 a hand-held wand version, comparable to those utilized by Richmond International Airport security personnel. End user's Director of Sports Facilities, Police Department, and Contractor will agree upon the number of metal detectors prior to the event. The number of metal detectors required range from zero (0) to 25. Additional metal detectors may be required depending on the circumstances of the even.

2.5. Event Staffing Personnel Fees. Please submit pricing for Event Staffing Services based upon regular hourly (straight-time) rates. Overtime and/or differential rates shall not be paid by end user's, regardless of when services are performed (e.g. day, evening, weekend, overnight, holiday, etc.).

Hourly rates shall be for productive hours on the job site only. Travel shall be considered the Contractor's overhead costs.

IV. INSTRUCTIONS FOR MATERIALS TO BE RETURNED

A. General Instructions

Please provide detailed information about your company and your ability and plans to meet the needs of Contract Users. Completely answer all parts of the IFB that correspond to the type of Temporary Employment Service(s) you are offering in the proposal.

B. Response Format

Review the following sections carefully in conjunction with the demand profile in Section III.

Two types of forms will be required to complete your offer:

- The Invitation for Bid (IFB) response form, Some Attachments require that information requested be provided, include a signature (in blue ink) by an officer authorized to bind your company and submit it with your proposal.

- **Other forms require you to type responses into Excel cells. Data grids also require you to input information into Excel spreadsheets. Do Not Provide Information in any other format other than excel or word documents.** Please respond electronically and attach an excel and/or word document as an attachments on the eVA web site if you are responding electronically.

Again, we strongly encourage that Offerors read the IFB carefully and provide all the material required:

- Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored.

When completing the forms, you are required to break out your response into all components requested. Submission of incomplete responses may result in your proposal being considered non-responsive. Please do not deviate from the structure established by this IFB. **If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments. Additional information can be attached as Microsoft Word, Excel, etc. files. Attach any additional information or materials to the end of your response.**

C. Pricing Related Forms

- **Attachment 2. Pricing.** Please provide offers for positions in the designated zones in all Temporary Employment Services categories, complete every requested field. Note that several cells will be calculated automatically, including Total Standard Markups and Bill Rates. Review all positions when submitting your offer to verify that you are submitting pricing for all Temporary Employment Services categories in each zone as applicable.
- **Pay-rolling, Transitioning, and Referral Markups and Benefits.** These markups would apply in the case the temporary employees are pay rolled, transitioned, or referred.
- **Discounts and Rebates.** State any additional discounts that you would offer above and beyond your pricing proposal.
- **Professional Screening Services.** State your actual costs for professional screening services, including drug testing, criminal history checks, etc. See Attachment 2.

D. Offeror References

- **Customer References.** Please provide three references for the Commonwealth to contact, if the Commonwealth deems it appropriate and necessary.

You are required to complete and submit your full response by **1:00 p.m. EDT October 20, 2008**

Provide proposals in sealed envelopes with the Offeror's name and address, and the IFB number and title, on the outside of the envelope. Or you can submit your proposal electronically through eVA. **Proposals must be received on or before the deadline.**

Commonwealth of Virginia
Division of Purchases and Supply
Department of General Services
1111 E. Broad Street, (6th Floor) Receptionist
Richmond, VA 23218

NOTE: Photo ID required to enter this Building.

Late proposals not received by this date and time will not be accepted.

V. SPECIAL TERMS AND CONDITIONS

1. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S MONTHLY REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. See Attachment 5 for the report template which identifies the information to be provided. Reports are to be provided no later the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the contract officer and to the following email address: vappreport@dgs.virginia.gov. Due to the high visibility of VaPP, consistent report tardiness may be cause for contract termination.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee 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 two percent (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 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.

1. **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 an award is made of the solicitation is canceled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
3. **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.
4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
5. **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.
6. **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:
 - a. Access or attempt to access data that is unrelated to their job duties or authorization;
 - b. Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
 - c. 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

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.

10. **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.
11. **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **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.
13. **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.
14. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for a period of Four (4) 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 date of each contract period.
 - a. 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.
 - b. 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 increased 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.

- c. 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 increased 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.
 - d. Any subsequent increases or decreases in the statutory markups (e.g. changes in FICA rate) mandated by government regulation will be considered on 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.
15. **SECURITY RULES AND REGULATIONS:** The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of the Contract User. 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.
16. **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 or discount price.
17. **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.
18. **ADDITIONAL SECURITY REQUIREMENTS FOR TEMPORARY EMPLOYEES PLACED AT CORRECTIONAL INSTITUTIONS**
- a. There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
 - b. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
 - c. No weapon, alcohol, drugs or, medication of any type are allowed on State property.
 - d. 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.
 - e. No tools shall be left about the job site unattended. When not in use, all tools and ladders shall be securely locked.

- f. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
- g. 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 Director of Buildings and Grounds.
- h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
- i. All persons entering the prison complex are subject to being searched.
- j. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
- k. 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.
- l. Agency will provide an escort guard with truck.
- m. No vehicle will be permitted to leave the facility until after the daily or routine security check.
- n. Each day, Contractor shall provide a tool and equipment list for inventory check at the sally point.
- o. Contractor shall remove all tools from facility at the conclusion of each workday.
- p. All Contractors 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.
- q. 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.
- r. Other additional security rules and regulations may also be required by the Agency.