

Instructions for Use & Questions and Answers

The following instructions are excerpted from the contract, and the contract has precedence in any error that may occur between the two.

These contracts are in place only for the categories listed and DO NOT include a category for medical staffing. UGUs wishing to contract for medical staffing MUST follow the SC Consolidated Procurement Code to obtain medical services

General Instructions

UGUs will NOT be required to sign any additional documents for use of the services provided by any contract. Contactors MAY provide additional documents providing details of the contract but said documents may not impose terms and conditions not already in the contract and will not require a signature. Reference the "Contract Documents and Order of Precedence" clause in Section VIIB of the contract.

When using a contractor, UGUs will contact a service provider which services the area/location where a temporary employee is needed. If the service provider/contractor is not able to fill that need (the inability must be documented), the UGU will refer to another service provider/contractor for service. This procedure will be utilized for each job position needed.

This contract is intended to supply the state with temporary personnel. A temporary employee may only be initially assigned to the UGU for a maximum 12-month period. After that, with UGU approval, the temporary personnel may only be extended for an additional 12 months in the same job position.

The State has established a list of temporary personnel service job positions and accompanying job descriptions. For job positions needed and not defined in this bid, the UGU will procure for that need in accordance with the South Carolina Procurement Code. New job positions and the accompanying job descriptions may not be added to the contract by the contractor or UGU. Only the Materials Management Office may add additional positions and accompanying job descriptions.

The State has established a minimum and maximum hourly pay band for job positions. Contractors will invoice the State at the hourly pay rate, as determined by the UGU, plus the mark-up percentage given as part of offerors bid.

Contractors and UGUs may not pay less than the minimum rate or exceed the established maximum hourly pay rate, for any position.

UGUs may request interviews with temporary personnel prior to assignment. These interviews will be at the contractor's expense. Interviews will be no longer than one (1) hour in duration. If a UGU requires temporary personnel attend training and or an orientation prior to beginning official duties, the UGU will be responsible to pay the agreed upon hourly rate and mark up for training and or orientation. After training and or orientation, contractor must offer timely follow-up service to ensure satisfactory performance of all temporary personnel. After a temporary employee officially assumes job duties, any temporary personnel found to be unsatisfactory within forty-eight (48) hours, two (2) business days of assignment, contractor will provide replacement at no expense to the UGU.

Depending on the UGU, temporary personnel may be asked to sign information security documents, confidentiality documents, acceptable use policies, and access agreements prior to official employment offer. This does not construe any employment agreement until an official employment offer is made.

It is understood and agreed that any temporary personnel assigned to the UGU is an employee of the contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the contractor.

Temporary personnel must be W-2 employees of the contractor and not 1099 employees ("1099" is the reporting form used to document income paid to a person who is operating as an unincorporated business, IE, as a sole proprietor [the default mode of operation if you do contract work and you don't set up an LLC, a corp, etc]).

Compliance with the Affordable Care Act (42 U.S.C. §18001 et.seq (2010)) and its related regulations is the sole responsibility of the Contractor and its employees. The State, its political subdivisions and other using entities shall have no responsibility for any payment or cost associated with required contributions, fees, charges, penalties or other payments which are required to be paid by Contractor or the State or its political subdivisions for Contractor's employees for any coverage made available or required to be offered and procured by any employer under the Act.

Contractor further agrees that it will hold the State, its political subdivisions and other using entities harmless and will fully indemnify the same for any charges, fees, penalties, interest or any sum or cost whatsoever arising from its use of Contractor's employees pursuant to the contract for temporary personnel staffing services, now or in the future, including for compliance under the Act.

The Materials Management Office reserves the right to terminate any contract where the contractor is unable to meet payroll demands or where payroll checks are returned due to "insufficient funds".

All assignments require a criminal history background check and will be factored into pricing (mark-up percentages)- the cost for background checks shall not be a separately priced item. The scope of the criminal history check will be nationwide and must include federal, state, and county records for all states where the Contractor's employee has resided in the past seven years and a sex offender registry check. The contractor will supply confirmation to UGU that the background check for each individual does not contain any adverse information, in writing, and will send a copy to the UGU for their own review, upon request.

If the UGU determines it necessary, either before or during assignment, contractor will conduct a drug screening, confirm a negative drug screen to the UGU, and provide the UGU a copy of the results, upon request. The minimum drug screening requirement is the US Department of Health & Human Services' 5-panel DOT screening. Drug Screening is not factored into pricing (mark-up percentage) and is individually priced within the bidding schedule.

Any pre-employment health screening required by the UGU, other than the background testing and drug screening, are not covered under this contract. Such testing should be a separate agreement/purchase between the contractor and UGU (i.e. TB Tests).

Contractor will be responsible for conducting both checks and screenings in accordance with the Fair Credit Reporting Act (FCRA), including all of its notification requirements. The UGU will notify the Contractor if a report will render Contractor's employee unacceptable for the assignment, so Contractor may also comply with FCRA's notice requirements before and after taking adverse action. Contractor should redact sensitive data, including social security numbers and dates of birth, prior to sending documentation to the UGU.

As an option, contractor may provide web-based time sheets and record keeping systems. Any web-based system should include on-line invoicing as well as access to prior invoices and payment status. If not using a web-based time sheet/record keeping system, contractor will not invoice the UGU until a signed, original time sheet is received. Only certain authorized UGU Full Time Employees (FTE) may approve temporary personnel time sheets. These authorized UGU FTEs will be identified at the beginning of any assignment. Time sheets may not be approved by any temporary staff.

Contractor will not invoice based on faxed/copied time sheets or time sheets signed by unauthorized individuals. Invoicing shall be submitted monthly to the UGU.

UGU's will determine the number of hours per day or week for each assignment with no less than a minimum of four (4) hours per job. Temporary employee hours of operation will be determined by the

UGU, based on organizational need. Any hours worked over forty (40) hours within one (1) week will be considered overtime. A week runs from Sunday to Saturday when calculating overtime.

Overtime must be verified by the UGU prior to billing. If overtime is verified by the UGU, the rate for any overtime hours should be adjusted based on federal, state, or local laws concerning overtime pay. The mark-up percentage will remain constant and no adjustment will be made to the contractor for overtime hours worked by the temporary employee. FOR EXAMPLE- If an employee works overtime, and their base rate of pay is \$8.00 per hour, time- and- a –half is equal to \$12.00. If the contractor’s original mark-up percentage is 20%, the contractor may only apply the 20% mark- up to the \$12.00. The contractor may not increase their mark-up rate.

All temporary personnel assigned to a UGU is an employee of the temporary staffing agency/contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the contractor.

The UGU will not pay travel costs, or any “extra costs” (i.e., benefits, insurance, room and board, and any other additional costs) to the designated workplace for Temporary Personnel. If a UGU authorizes the Temporary Personnel to attend a meeting or provide services outside the designated workplace, the Contractor may be reimbursed for travel expenses in accordance with the State of South Carolina travel regulations and is subject to UGU approval. Request for payment for reimbursable costs must be processed through the UGU- travel costs are separate from this contract and shall be invoiced independently.

TRAVEL EXPENSES All business-related travel and out-of-pocket expenses must be pre-approved by the designated UGU. As provided in this paragraph, the UGU will reimburse the Contractor for travel expenses the Contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this Contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis.

Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Meal costs may not exceed \$25 per day in South Carolina and \$32 per day outside of South Carolina or rates established by the South Carolina Comptroller General. Lodging expenses may not exceed the current maximum lodging rates, excluding taxes, established by the U.S. General Services Administration and published at www.gsa.gov. Travel by commercial airlines must be accomplished in coach or tourist class.

If the UGU plans to hire temporary personnel as a permanent employee, the UGU will provide a minimum of a thirty (30) calendar days’ notice to the contractor prior to the date of permanent hire. In

such circumstances, the contractor will continue to pay the temporary employee as part of their payroll until the agreed upon final transfer date.

Both the UGU and contractor will have the right to refuse to rehire former temporary personnel who are considered unsuitable. Contractor will also verify, to the best of its ability, that any temporary personnel who have previously worked for another temporary personnel staffing agency have not been let go from any previous assignment with the State.

Temporary personnel must have a current, valid State Driver's License in order to drive a UGU vehicle. Contractor will be responsible for any traffic citation that the temporary personnel receives while driving a UGU vehicle.

Contractor will administer performance testing, at their expense, to ensure that temporary personnel have the skills necessary to perform all duties listed in the position description for the temporary assignment which an individual is being referred. This testing must be performed prior to a referral for assignment. For example, regarding White Collar positions, testing services must measure speed, accuracy and proficiency if such attributes are required within a position description.

Contractor will assign an on-site coordinator who is a full-time employee of the contractor, who will be paid as a temporary worker, when an assignment requires ten (10) or more blue collar temporary personnel (as requested by the UGU). The coordinator will be responsible for ensuring the requested numbers of temporary personnel are present and that all working conditions are acceptable. The contractor coordinator may be a working supervisor if agreed to by the UGU. Contractor, contractor on-site coordinators, and temporary personnel cannot supervise state employees or temporary personnel of other temporary personnel staffing agencies.

Advertisements and information given to temporary personnel by the contractor must accurately describe the position in writing. Temporary Personnel may request copies from the contractor of all documents they sign for assignments.

Temporary Personnel may not benefit or profit from any assignment of temporary personnel related to this contract.

Questions and Answers

ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION

1. The RFP notes that vendors may be added on a semi-annual basis throughout the contract – typically how often is this window opened back up for new vendors to apply?

STATE'S RESPONSE- NO CHANGE: This solicitation is not a RFP. As a FIXED PRICE BID (FPB), the window for bid submission will remain open on a constant basis. The procurement officer will only evaluate bids on a semi-annual basis, as described in Section VI., BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (MODIFIED)

2. Page 17, 1st paragraph regarding overtime billing. What is standard is that we apply the same markup to the OT payrate as we do the regular payrate?

STATE'S RESPONSE - NO CHANGE: The solicitation states, "The mark-up percentage will remain constant and no adjustment will be made to the contractor for overtime hours worked by the temporary employee. FOR EXAMPLE- If an employee works overtime, and their base rate of pay is \$8.00 per hour, time- and- a –half is equal to \$12.00. If the contractor's original mark-up percentage is 20%, the contractor may only apply the 20% mark- up to the \$12.00. The contractor may not increase their mark-up rate.

3. We have had some state agencies resist providing us with a PO, some even telling us other staffing agencies don't require a PO. We have always told them it is a requirement of the contract, but it often takes a lot of follow-up on our part before we finally get it. Can UGUs be reminded of the requirement and all staffing agencies held accountable for having a PO?

STATE'S RESPONSE - NO CHANGE: The contractor may refer UGUs to the solicitation documents for their own review and understanding. Moreover, in Section VII., Terms and Conditions—A. General, Purchase Orders, "Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit."

4. We conduct a 5-panel drug screen in-house that mirrors the DOT 5 panel drug test and it checks for THC, Opiates, PCP, Cocaine, and Amphetamines. Any positive tests are shipped to a lab for confirmation. Are our "in-house" drug screens acceptable?

STATE'S RESPONSE- NO CHANGE: In-house testing is acceptable based on the mutual agreement between a UGU and contractor. However, if a UGU requires that a DOT 5 panel be performed through an outside testing facility, the Offeror will make provisions for the requirement to be met.

5. We have several UGU's that scan the time cards and email them to us. Is this acceptable if it comes from an authorized UGU?

STATE'S RESPONSE -NO CHANGE: UGUs may differ in how time cards will be sent to a contractor; therefore, the decision as to how a UGU delivers time cards to the contractor shall be mutually agreed between the UGU and contractor.

6. We pay and invoice weekly. Is this acceptable?

STATE'S RESPONSE- NO CHANGE: UGUs may differ as far as invoicing is concerned; therefore, it is up to an UGU to determine how often they will accept an invoice, if it is less than a monthly occurrence.

7. For the State's "on-site" requirement (i.e., locations with more than 10 employees), what level of support does the State expect?

STATE'S RESPONSE -NO CHANGE: The State expects a contractor to ensure its employees are fully performing to a level which meets the terms and conditions of the contract.

8. If staffing agencies are providing more than 10 temporary employees across multiple shifts, but less than 10 on any one shift (e.g., 7 temporary employees on first shift, 6 temporary employees on second shift, for a total of 13 temporary employees in one day) are agencies still expected to provide on-site support?

STATE'S RESPONSE - NO CHANGE: The requirement of having an on-site coordinator does not apply if an assignment does not require ten (10) or more temporary staff at one time.

9. If suppliers have locations within 45 minutes of South Carolina counties that are outside South Carolina borders (i.e., brick and mortar locations in North Carolina or Georgia), may those locations support the State's temporary staffing program within the scope of this RFP?

STATE'S RESPONSE - NO CHANGE: Yes

10. Unsatisfactory temporary personnel: to clarify the 48-hour replacement; if we need to replace a temporary employee after the first 48 hours at no extra cost, can we still charge for the drug test on the replacement candidate?

STATE'S RESPONSE - NO CHANGE: The circumstances surrounding the need for replacement will dictate the course of action taken and shall be mutually agreed to by the UGU and contractor.