Revised number: Purchasing Agent: Nikki Sanchez  
Phone #: (801) 538-3342  
Email: nsanchez@utah.gov

Item: TEMPORARY EMPLOYMENT SERVICES

Vendor: 60768IJ  
Elwood Staffing Services  
2650 Decker Lake Blvd Ste 400  
Salt Lake City, UT  84119

Remittance: 60768I  
Elwood Staffing  
PO Box 27008  
Salt Lake City, UT  84127

Internet Homepage:  
www.elwoodstaffing.com

General Contact:  
David Stryker  
Telephone: (888) 924-3480  
Fax number: (866) 580-5268  
Email: wfs.support@elwoodstaffing.com

Reporting Type:  
Summary

Brand/trade name:  
N/A

Price:  
See attached

Terms:  
Net 30

Effective dates:  
05/25/15 through 05/24/2020

Potential renewal options remaining:  
None

Days required for delivery:  
1 Day

Price guarantee period:  
1 Year

Freight:  
N/A

Min shipment without charges:  
N/A

Other conditions:

Solicitation #: NS15026  
The administrative fee for this contract is 0.40% and is already included in the contract price.

This is a multiple award contract. Please see MA1090, MA1822, MA203, MA2241, MA2242, and MA2243 for the lowest markup in each category of employee.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately.
State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn’t recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

Scope of Work and Mandatory Minimum Requirements

Vendor(s) shall provide high-quality and cost effective temporary employees for multiple entities located throughout the State of Utah. Firms shall provide end users with qualified candidates for temporary positions, often under tight deadlines. The Vendor(s) will be expected to meet all of the following mandatory minimum requirements.

Agencies will order temporary employment services on an as needed basis. The end user shall establish the temporary employee’s hourly pay rate.

We reserve the right to request and receive at any time, documentation supporting compliance to any of the requirements.

Mandatory Minimum Requirements

1. The Vendor(s) shall be required to provide qualified temporary staffing for all job categories listed.

2. The Vendor(s) will pre-screen all employees to be placed as temporary staff to ensure they meet the requirements of the temporary assignment.

3. Vendor(s) shall have a minimum of three (3) years’ experience in providing staffing services.

4. Customized reporting capabilities: Vendor must have a reporting system that shall have the capability to allow for tracking and timekeeping. Vendor must also have the ability to provide customized reports to track costs.

5. Vendor must have a training and orientation program. Program must at minimum outline duties and responsibilities for temporary employees.

6. The Vendor is required to provide a standard 5-panel drug screen and basic Utah Criminal History background name check for all temporary staff employees at no extra charge to the State or end user.
5 Panel Urine Drug Test can detect five of the most commonly consumed street drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

Additionally, the vendor may be requested to provide additional background and/or drug screening, such as a 7, 10, or 12 panel drug screen, as specified by the end user at an additional fee charged to the end user. Vendor will provide the fees on the Cost Proposal.

7. Temporary staff provided will be considered employees of the vendor.

8. The vendor will provide temporary staffing services in accordance with all applicable state and federal employment, anti-discrimination laws, guidelines, and regulations; and will also comply with all state and federal withholding taxes for any employee it provides to the client for temporary services.

9. ACA (Affordable Care Act) - Vendor shall be in compliance with any and all laws and regulations regarding the ACA (Affordable Care Act). The vendor shall provide a separate statement of compliance with all applicable laws and regulations in accordance with the ACA (Affordable Care Act) within RFP response.

10. The vendor agrees to indemnify the client in any litigation involving the vendor’s employees, and the vendor agrees to protect, indemnify, defend, and hold harmless the State of Utah, and its officers, agents, employees and volunteers (hereinafter the “State”), from any and all claims arising from the conduct, management or performance of this contract including, but not limited to, any and all claims arising from any act or negligence of the vendor, or any of its agents, servants or employees or arising from any accident injury or damage whatsoever caused to any person, firm or corporation. This indemnification shall not be diminished by a claim that some act or negligence of the state contributed in part to the loss or damage indemnified against.

11. If the vendor uses a sub-contractor(s) and/or secondary staffing service(s), the sub-contractor(s) and/or secondary staffing service(s) must agree to abide by all provisions of the contract. The client must be notified prior to placement as to which sub-contractor(s) and/or secondary staffing service(s) is being used. Vendor will be held accountable for sub-contractor and/or secondary staffing services’ non-compliance.

12. The vendor agrees to release employees to employment with the client, after 90 calendar days of placement, in all job categories, at no additional cost.

13. The vendor will bill clients separately, using a unique billing order number which will be assigned to each client, and which must be identified with job orders that are placed with the vendor using a percent mark-up model.
14. Minimum insurance requirements are:

The Vendor or their subcontractor for temporary services shall procure and maintain insurance which shall protect the Vendor and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Vendor or subcontractor shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the State as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the vendor to include contractual liability coverage. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in the State of Utah); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the State.

A. General Liability – The vendor shall obtain and provide proof of general liability insurance coverage which shall include Employment Practices Coverage – the amounts would be $1,000,000.00 per occurrence with a $3,000,000.00 aggregate.

B. The insurance coverage shall be provided by a company that is rated by Best’s at A or better and Class VII or better.

C. Workers’ Compensation – The vendor shall obtain and provide proof of Workers’ Compensation in the amount and manner required by Utah law for all employees supplied by the vendor.

D. Employees Fidelity Insurance – Temporary employees who will handle cash shall also be bonded in an amount not less than $10,000.

E. On all coverages, the state, its agencies, employees and volunteers would be named as additional insureds with coverage at least as broad as ISO CGL endorsement form CG 20 10.

F. For all coverages the state shall be provided a Certificate of Insurance which shall also require that the state be given 30 days’ notice of any cancellation.

15. The Vendor(s) shall be required to provide qualified temporary staffing for all job categories listed below for the entire state of Utah at the agreed upon contract percentage:
May 25, 2015

A. **Clerical Office Support:**

Shall have a general office knowledge, as well as knowledge of alpha and numeric filing systems. Tasks shall include but not be limited to: answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, (e.g., copying machines, fax machines); and helping the public over counters. Shall also include tasks such as data entry and retrieval; utilization of data base or spreadsheets; word processing; minute taking and transcribing; and composition of letters.

B. **Financial / Accounting:**

Will perform tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; and other related technician level tasks. Additionally shall be required to generate and reconcile accounting reports; perform accounting functions utilizing spreadsheets; and review fiscal transactions.

These individuals shall be skilled in operating a 10-key adding machine or calculator with speed and accuracy. Shall have a basic knowledge of general accounting and basic accounting principles, including A/R and A/P and common software programs. Shall be required at times to control books through quarterly reports, trial balance and basic statements and shall consolidate worksheets, perform account analysis and prepare financial statements.

C. **Light Industrial:**

Shall perform a variety of general labor jobs such as material handling, loading/unloading trucks, custodial, maintenance, warehousing, shipping/receiving, stock clerk, and assembler. Light industrial associates shall not be authorized to use any power equipment, including nail guns and saws. These positions shall require the use of safety equipment, such as a hardhat, safety glasses, hard sole shoes, etc. Light industrial associates shall be capable of lifting up to 25 pounds unassisted, and up to 50 pounds assisted by another associate or hand truck. Shall include: janitorial, shipping, inventory, etc. Tasks shall include but not be limited to, light general labor for buildings and grounds; operation of delivery van; housekeeping and related; snow removal and lawn care, warehousing and general labor.

D. **Heavy Industrial:**

Shall include heavy manual labor within a warehouse setting, construction, building maintenance, or other higher risk activities. Shall involve heavy assembly and driving. Performs a variety of higher skilled labor jobs in a high-risk work environment including power equipment operation. Shall require the use of safety equipment, i.e., hardhat, safety glasses, hard sole shoes, dust mask etc. Heavy industrial candidates shall be capable of lifting up to 50 pounds unassisted and more than 50 pounds with assistance.
May 25, 2015

E. **Skilled Trades:**

Skill Staff shall include the following skilled personnel types, but not be limited to those listed: bricklayers, carpenters, concrete workers, drywallers, electricians, heating/air conditioning technicians, pipe fitters, machinists, millwrights, welders, laborers and more. Shall also include general trade and craft such as painting, plumbing, electrical, mechanical, flagging services, etc.; operation of industrial equipment, including heavy equipment, which may require specialized licenses and/or bonding.

F. **Drivers and Heavy Equipment Operators:**

Shall include but not limited to: local drivers, certified forklift operators, commercial drivers transport and heavy equipment industrial laborers. Each driver or heavy equipment operator shall have all proper licensing before being temporarily placed as an employee. Each temporary employee shall be screened by the Vendor to make sure all necessary licensing is fulfilled, and Vendor shall maintain the driving qualification on file in accordance with FMCSA regulations, which includes the employee physical, annual reviews and license dates, thru the employee contract.

G. **Medical Office Support:**

Shall cover the following areas: front-office support, claims processors, patient service representatives, hospital/physician billers, insurance follow-up, consulting/AR cleanup, ART/RRA coders, charge posting, file clerks, QA/UR, administrative assistants, receptionists, DME billers, data entry.

H. **Additional Services:**

If you have additional categories to offer, please list them with a brief description. The State may or may not decide to add these to any contract written as a result of this RFP. The evaluation of the proposals will include only the categories A-G listed above. The categories of IT, Engineering, and GIS are excluded from consideration due to a Statewide cooperative pilot program contract currently available.

The vendor will provide an explanation of skill set screening and/or training and/or testing of temporary staff within all job categories the vendor offers.

16. **Minimum Billing Information, for All Job Categories:**

a. Two hour minimum if the employee shows up and the job is cancelled.

b. Two hour minimum if the employee is already working and is released without cause.
May 25, 2015

17. Vendor will provide a 24 hour contact emergency phone number:

   a. Notification for failure to report and request of replacement.
   b. Permanent release for cause from 24 hour facilities.

18. I-9 (Employment Eligibility Verification) Compliance:

   The vendor(s) shall provide a separate compliance statement within the RFP response, attesting to compliance to all laws and regulations in accordance with I-9 (Employment Eligibility Verification) Compliance. The vendor(s) must agree to provide documentation of temporary staffs’ eligibility to work in the United States upon request by the state / client.

### PRICING

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MARK-UP PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Clerical Office Support:</td>
<td></td>
</tr>
<tr>
<td>a. No requirement for computer or keyboard skills:</td>
<td>28.30%</td>
</tr>
<tr>
<td>Tasks such as answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, i.e., copying machines, fax machines; and helping the public over counters.</td>
<td></td>
</tr>
<tr>
<td>b. Computer and Keyboard skills required:</td>
<td>29.30%</td>
</tr>
<tr>
<td>Tasks such as data entry and retrieval; utilization of database or spreadsheet; word processing, etc.</td>
<td></td>
</tr>
<tr>
<td>c. Advanced Office skills:</td>
<td>30.30%</td>
</tr>
<tr>
<td>Tasks in addition to those listed above include minute taking, transcribing, and composition of letters.</td>
<td></td>
</tr>
<tr>
<td>2 Financial/Accounting Skills:</td>
<td></td>
</tr>
<tr>
<td>a. General Financial/Accounting:</td>
<td>30.30%</td>
</tr>
<tr>
<td>Tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; other related technician level tasks.</td>
<td></td>
</tr>
<tr>
<td>b. Advanced Financial/Accounting skills:</td>
<td>30.30%</td>
</tr>
</tbody>
</table>
In addition to the skills listed above, generates and reconciles accounting reports; performs accounting functions utilizing spreadsheets; reviews fiscal transactions.

<table>
<thead>
<tr>
<th></th>
<th>Light Industrial</th>
<th>32.30%</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Heavy Industry</td>
<td>34.30%</td>
</tr>
<tr>
<td>5</td>
<td>Skilled Trades</td>
<td>42.30%</td>
</tr>
<tr>
<td>6</td>
<td>Drivers and Heavy Equipment Operators</td>
<td>42.30%</td>
</tr>
<tr>
<td>7</td>
<td>Medical Office Support</td>
<td>30.30%</td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES**

<table>
<thead>
<tr>
<th>MARK-UP PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Enter Service Job Category</td>
</tr>
<tr>
<td>Clerical Payroll</td>
</tr>
<tr>
<td>2 Enter Service Job Category</td>
</tr>
<tr>
<td>Light industrial Payroll</td>
</tr>
<tr>
<td>3 Enter Service Job Category</td>
</tr>
<tr>
<td>Heavy Industrial and Skilled Trades Payroll</td>
</tr>
</tbody>
</table>

**ADDITIONAL DRUG SCREENING SERVICES**

<table>
<thead>
<tr>
<th>FEE PER TEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 7-Panel Drug Screening</td>
</tr>
<tr>
<td>2 10-Panel Drug Screening</td>
</tr>
<tr>
<td>3 12-Panel Drug Screening</td>
</tr>
</tbody>
</table>

**ADDITIONAL BACKGROUND SCREENING SERVICES**

<table>
<thead>
<tr>
<th>FEE PER TEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 County Criminal Records</td>
</tr>
<tr>
<td>2 State Criminal Records</td>
</tr>
<tr>
<td>3 National Criminal Records</td>
</tr>
<tr>
<td>4 Federal Criminal Records</td>
</tr>
<tr>
<td>5 Sex Offender Registry Search</td>
</tr>
<tr>
<td>6 Federal Bankruptcy Records</td>
</tr>
<tr>
<td>7 Civil Upper and Lower Courts</td>
</tr>
<tr>
<td>8 International</td>
</tr>
<tr>
<td>9 Retail Theft Database</td>
</tr>
</tbody>
</table>
Vendor(s) Contract Administrative Fee and Quarterly Usage Report

Administrative Fee: The vendor agrees to provide a quarterly administrative fee of **0.4%** to the State in the form of a Check or EFT payment. The fee will be payable to the “State of Utah Division of Purchasing” and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract for the period.

Quarterly Reports: The vendor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. Vendors are required to identify State agencies, political subdivisions, non-profits, and federal entities by name. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

Payment and Report Schedule: The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov. Payments and reports shall be made in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Fee and Reports Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qtr. 1: July 1 - September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>Qtr. 2: October 1-December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>Qtr. 3: January 1- March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Qtr. 4: April 1 - June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Reports shall include the following detailed information regarding all utilization of temporary employment services:

- Job category requested and/or utilized
- State utilization broken down by agency and division and/or department
- City specified to include which city requested, division and/or department utilized
- County specified to include which county requested, division and/or department utilized
- School districts specific to which school district requested, division and/or department utilized
- Any of the state’s other political subdivisions utilizing the contract(s) specified by which branch, department, division, and/or agency
FINET COMMODITY CODE(S):
96403000000- ACCOUNTING, AUDITING, BOOKKEEPING PERSONNEL
96435000000- ELECTRICIANS
96450000000- GROUNDSKEEPERS
96455000000- INDUSTRIAL WORKERS
96459000000- LABORERS (COMMON LABOR)
96471000000- PLUMBERS
96478000000- SECRETARIAL AND CLERICAL PERSONNEL (INCLUDING COURT REPORTERS AND WORD PROCESSING OPERATORS
00000 – GENERIC COMMODITY CODE

REVISION HISTORY: