

State of New York Executive Department
Office Of General Services
Procurement Services
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group 73003 Administrative Services Classification Code(s): 80, 82, 85, 86
Award Number	:	<u>22559</u> (Replaces Awards 20099, 20101 & 20487)
Contract Period	:	October 25, 2012 – October 24, 2017
Bid Opening Date	:	June 25, 2012
Date of Issue	:	October 25, 2012 (Revised 09/14/2015)
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Cheri McCullough Title : Contract Management Specialist I Phone : 518-402-5552 Fax : 518-474-1160 E-mail : Cheri.mccullough@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.

Description

To provide temporary personnel services for a variety of occupations; including, healthcare and office professionals; technical and management occupations; clerical occupations; service occupations; agricultural and related occupations; building construction trade work occupations, translation and interpretation services and transcription of judicial and administrative proceedings.

PR # 22559

NOTE: See individual contract items located in “Lots & Regions Awarded” document to determine actual awardees.

**For links to the current Price Lists, Contractor contact information and Contract Terms and Conditions for this Award, please see the Contractor Information page located on the OGS website at:
<http://www.ogs.ny.gov/purchase/snt/awardnotes/7300322559ContractorInfo.pdf>**

<u>CONTRACT #</u>	<u>CONTRACTOR NAME</u>	<u>NYS VENDOR#</u>	<u>FED.IDENT.#</u>
PS65903	Abacus Corporation	1100021594	52-0554932
PS65904	ANP Reporting	1000029867	200813627
PS65905	Beatty's Services, Inc.	1000001340	133694247
PS65907	Companies of JJ Young, LLC.	1000007230	141791824
PS65908	Construction Force Services, Inc.	1000000761	113512427
PS65909	Dominion Temps	1100021251	371503450
PS65910	Durham Staffing, Inc	1100022745	161406703
PS65911	Escribers, LLC.	1100023600	203656767
PS65912	Ethan Allen Personnel Group, Inc. d/b/a Ethan Allen Staffing	100001659	141832553
PS65913	Fusco Personnel, Inc.	1000007170	141771046
PS65914	Geneva Worldwide d/b/a Geneva Temps/Geneva Staffing	1000001361	133897160
PS65915	Healthcare Resolution Services	1100048349	52-2085495
PS65916	Heber Associates, Inc.	1000001613	141460248
PS65918	Howroyd Wright Employment Agency D/B/A Apple One	1000009814	952580864
PS65919	IIT, Inc	1000012173	113243959
PS65920	Industrial Staffing Services, Inc.	1100017561	200499856
PS65921	Jennifer Temps, Inc.	1000001334	133676804
PS65922	Kasselman Electric Co., Inc.	1000001638	141504270

<u>CONTRACT #</u>	<u>CONTRACTOR NAME</u>	<u>NYS VENDOR#</u>	<u>FED.IDENT.#</u>
PS65923	Language Line Services, Inc.	1000000082	050504190
PS65924	Language Services Associates	1000004650	232831198
PS65925	Language Today	1100020101	262491640
PS65928	Maxim Healthcare Services, Inc. D/B/A Maxim Healthcare Staffing	1000032029	521590951
PS65929	MSI Systems Corp. d/b/a Medical Search International	1000046926	02-0621776
PS65930	Multicultural Association of Medical Interpreters (MAMI Interpreters)	1000055438	161560911
PS65931	New Wave People, Inc	1000008869	223736182
PS65932	Nexus Staffing	1000057332	20-2322144
PS65933	Pacific interpreters	1000041280	93-1080930
PS65934	Penda Aiken, Inc.	1000000641	112986907
PS65935	Precise Court Reporting	1000005825	112975988
PS65936	Randstad North America, LP	1100010375	582426357
PS65937	SHC Services, Inc. D/B/A Supplemental Health Care	1000007892	161216796
PS66396	Staff Today, Inc.	1100086162	453679064
PS65938	Stafkings of Binghamton, Inc.	1000015078	160958156
PS65939	Tempforce, LP D/B/A Accustaff	1000009551	58-2422206
PS65940	Total Healthcare Staffing	1000005949	11-3402189
PS65941	Tri-State Employment Service, Inc.	1000056856	133703106
PS65942	White Glove Placement, Inc.	1000000745	113412078

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

CONTRACT BILLINGS AND PAYMENTS:

- a) Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

- b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:
NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov
- c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

PREFERRED SOURCE PRODUCTS AND SERVICES:

NYS State Finance Law §162 requires that governmental entities afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the Authorized User. An Authorized User must determine if a particular job title is approved for a Preferred Source and follow the requirements of State Finance Law §162(4)(b) before engaging the Contractor.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of OGS to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or Contract awards. OGS encourages vendors to seek resolution of disputes through consultation with OGS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of OGS's Dispute Resolution Procedures for Vendors may be obtained by contacting the Contract Administrator or through the OGS website (<http://ogs.ny.gov/default.asp>).

CONTRACTOR CONSULTANT LAW REQUIREMENTS:

It is the responsibility of each agency purchasing consultant services to ensure compliance with the requirements of Chapter 10 of the Laws of 2006 with respect to the Consultant Disclosure Legislation. Agencies must ensure that Disclosure Form A, a one time report of planned employment data for the entire term of the contract is submitted to OSC for contract approval. Contractors must submit the Consultant Disclosure Form B, the Contractor's **Annual** Employment Report of employment information by May 15th of each year for the fiscal year April 1st through March 31st. Form B is submitted annually to the contracting agency, the Office of the State Comptroller and the Department of Civil Service to report historical information, detailing actual

employment data for each fiscal year (April 1 to March 31) the contract is in effect. For more information regarding this legislation and its requirements, please refer to the requirement “**Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors**” contained in the original bid or contract template and the OSC G Bulletin 226:

<http://www.osc.state.ny.us/agencies/gbull/g-226.htm>.

PROCUREMENT INSTRUCTIONS

1. An Authorized User shall review the list of locations to determine what region is applicable for the required service.
2. An Authorized User shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162 which requires that agencies afford first priority to the commodities/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such commodities/services meet the form, function and utility of the Authorized User.
3. An Authorized User is reminded that it must obtain approval from the State of New York Office of the Attorney General prior to engaging the services of outside counsel. Please refer to Appendix D, #10 – Outside Counsel Contracts Memorandum.
4. An Authorized User shall seek to engage the services of the Primary Contractor in the appropriate Lot for their region. An Authorized User shall submit a request to the Contractor by means of the contact information provided in Appendix D, #9 – Contractor Contact Information; Locations; Procurement Card; and, Online Portal, or other acceptable means established between the Contractor and the Authorized User. The request shall consist of:
 - a. Job title(s);
 - b. Location;
 - c. Duration;
 - d. Start date;
 - e. Additional specifications;
 - f. Authorized User information;
 - g. Order priority (normal – 7 days, priority – 3 days, overnight – next day, immediate – same day); and
 - h. Other information necessary for the particular engagement.
5. The Primary Contractor is required to recommend Candidate(s) according to the performance standards set forth in Appendix D, #7 – Required Service Levels. If the Primary Contractor is unable to fill the Authorized User’s request in accordance with the Required Service Levels, the Secondary Contractor shall be engaged. If the Secondary Contractor is unable to fill the Authorized User’s request in accordance with the Required Service Levels, the Tertiary Contractor shall be engaged.
6. The Contractor shall supply potential Candidates and the Master File for each Candidate. The Authorized User shall make a selection of the Candidate they prefer and request that a background check be completed for the Candidate. Contractor shall provide the Authorized User with the results of the background check. Upon receipt of the background check, the Authorized User shall make a suitability determination following the below guidelines.

In cases of Employee replacement, a background check must be run on the replacement Candidate before they begin working as provided in Appendix D#3 – Background Check Requirements. However, the Authorized User can elect to allow a Candidate to begin working prior to receiving their background check. The Authorized User must provide the Contractor with a written waiver if it elects to waive the completion of a background check before a replacement commences work.

Suitability Determination Guidelines

A. In making a suitability determination, the Authorized User shall consider the information obtained through the background check for the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to its organization in accordance with NYS Correction Law §752:

- a) Any loyalty or terrorism issue;
 - b) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
 - c) Dishonorable military discharge;
 - d) Felony and misdemeanor offenses;
 - e) Drug manufacturing/trafficking/sale;
 - f) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
 - g) Criminal sexual misconduct;
 - h) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
 - i) Illegal use of firearms/explosives;
 - j) Employment related misconduct involving dishonesty, criminal or violent behavior; and
 - k) Misrepresentation of information including educational and professional background, legal status or valid licensure
- B. The Authorized User shall evaluate any adverse information about a Candidate by considering the following factors before making a suitability determination:
- a) The nature, extent and seriousness of the conduct;
 - b) The circumstances surrounding the conduct;
 - c) The frequency and decency of the conduct;
 - d) The individual's age and maturity at the time of the conduct;
 - e) The presence or absence of rehabilitation and other pertinent behavior changes;
 - f) The potential for pressure, coercion, exploitation, or duress;
 - g) The likelihood of continuation of the conduct;
 - h) How, and if, the conduct bears upon potential job responsibilities; and
 - i) The Employee's employment history before and after the conduct.

A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the Employee from a governmental site. The Authorized User should consult with its legal counsel regarding any questions on the suitability determination.

7. An Authorized User and the Contractor shall develop the exact cost or estimated cost if an exact cost cannot be determined at that time. An Authorized User shall issue a purchase order or other written order for work, which is effective and binding on the Contractor at time of order in accordance with Appendix B §44. A Contractor shall not initiate services until the order is issued, and an Authorized User shall not request performance of services until the purchase order has been issued. Note: for services, purchase orders may be issued for an estimate for the entire year.
8. An Authorized User shall monitor the Contractor's quality of work. A list of deficiencies and non-compliance that shall result in a Contractor Deficiency Report are set forth in Appendix D, #7 – Required Service Levels. In case of deficiencies, an Authorized User shall complete a Contractor Deficiency Report and send to OGS and the Contractor. Each Authorized User shall designate an individual who is authorized to submit Contractor Deficiency Reports to OGS for the Authorized User. Each Authorized User shall inform OGS of the individual authorized to submit Contract Deficiency Reports to OGS for the Authorized User. A template for the Contractor Deficiency Report is set forth in Appendix D, #8 – Contractor Deficiency Report.

CONSEQUENCES OF CONTRACTOR NON-COMPLIANCE WITH REQUIRED SERVICE LEVELS

1. The tiered structure of this Contract is maintained through enforcement of the Required Service Levels. Deficient or non-compliant service levels will result in a Contractor Deficiency Report (CDR). The submission of a CDR is not limited to a failure by the Contractor to meet the Required Service Levels as stated in this Attachment. At the discretion of the Authorized User, a CDR may be submitted at any time the Authorized User identifies a Contractor performance issue or other non-compliance with contractual requirements.
2. The CDR Process is in addition to and does not impair or limit any other rights an Authorized User has under the Contract.
3. The receipt of three (3) (CDR) from Authorized Users within time period specified below shall result in a review of the Contractor's status by OGS as set forth herein.
4. When a service level is not met or an Authorized User identifies a performance issue or other non-compliance with contract requirements by a Contractor the Authorized User(s) shall alert OGS to the deficiency or non-compliance using the CDR, where it will be recorded centrally. The Authorized User shall at the same time provide a copy of the Contractor Deficiency Report to the Contractor.
5. Upon the receipt of three Contactor Deficiency Reports from Authorized Users within the first quarter (i.e., three month period) of the Contract, or within any twelve month period after that commencing on the first day of the fourth quarter of the Contract, OGS will advise the Contractor that three CDRs have been filed against the Contractor and that OGS will be commencing a Contractor Status Review. OGS shall provide the Contractor with copies of the CDRs.
6. During the Contractor Status Review Contractor retains its status as "Primary", "Secondary" or "Tertiary" Contractor" and all associated rights under the Contract. Provided, however, OGS reserves the right to issue a Suspension Notice under Appendix B section 59 based on the severity of the CDRs as to the ability of the Contractor to receive new orders or perform any work under the Contract until the conclusion of the Contract Status Review. During the suspension period the Contractor would not be eligible to receive new orders. The issuance of a Suspension Notice shall not affect any other rights either OGS or an Authorized User has under the Contract.
7. After OGS provides the Contractor with notice, it will provide the Contractor with an opportunity to be heard at the Contractor Status review. The Contractor Status Review shall include a discussion with the Contractor and the Authorized User(s) who submitted the CDRs regarding the specific incidents as recorded in the CDRs. The time and manner of these meetings shall be at OGS's sole discretion. As a result its discussions with the Contractor and the Authorized User(s) OGS may, at its sole discretion, provide for the development of an improvement and monitoring plan ("Plan") for the Contractor to correct the service issues identified in the CDRs.
8. The Plan shall set forth the actions Contractor is required to take to address the issues identified in the CDRs. The Plan shall specify the level of documentation Contractor shall provide to OGS as to its compliance with the Plan and a timeline for submission of such documents.
9. OGS shall in its sole discretion prescribe the length of time the Contractor shall be allowed to address the issues. OGS in establishing the length of time shall consider the severity of the deficiencies or non-compliance. OGS may consult with the Authorized User(s) to seek their input as to the length of time Contractor should be allowed to address the issues. The Plan will be issued in a form and manner determined by OGS.
10. At the end of the time period specified in the Plan OGS shall review the Contractor's actions and documentation submitted according to the Plan. OGS may also consult with the Authorized User(s) who filed the CDRs. Following its review OGS shall make a determination of the Contractor's Contract Status Level. A determination of consistently poor service or a failure to adequately meet the Required Service Levels shall result in the reduction of the

Contractor's status. OGS shall advise the Contractor and the Authorized Users of the results of its review and whether there is a reduction in Contractor's Contract Status Level.

11. Contract Status Reduction shall not affect the status of Employees. Provided, however, in addition to any other rights under the Contract, in the event of a Contract Status Reduction the Authorized User(s) having filed the CDR(s) shall have the discretion to remove any Employee who was the subject of a CDR(s) and seek a replacement from the Contractor that becomes the Primary Contractor as result of the Contract Status Reduction.
12. Contract Status Reduction shall be on a per lot, per region basis based on the CDRs. Issues that span across multiple regions and/or lots shall result in status reduction of all applicable regions and lots. In the case of Contractor Status Reduction, Contractor status shall be adjusted per the following procedures:
 - a. Status Reduction of Primary Contractor shall mean:
 - i. Primary Contractor becomes Tertiary Contractor;
 - ii. Secondary Contractor becomes Primary Contractor;
 - iii. Tertiary Contractor becomes Secondary Contractor.
 - b. Status Reduction of Secondary Contractor shall mean:
 - i. Secondary Contractor becomes Tertiary Contractor;
 - ii. Tertiary Contractor becomes Secondary Contractor;
 - iii. Primary Contractor maintains status.
13. OGS shall compile a record of each Contract Review Status proceeding.