



# SINCLAIR

## COLLEGE

REQUEST FOR PROPOSAL  
RFP #PUR201803 SUPPLEMENTAL STAFFING SERVICES

RESPONSE DUE  
FEBRUARY 6, 2018

FOR INFORMATION, CONTACT:  
[RFP@sinclair.edu](mailto:RFP@sinclair.edu)

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**REQUEST FOR PROPOSAL**

**Reference No.: PUR201803**

**Date: January 11, 2018**

Sinclair College is soliciting proposals for Supplemental Staffing Services, per the attached specifications.

Proposals must be signed and received by the Office of Purchasing no later than **2:00 P.M. EST, Tuesday, February 6, 2018.**

NOTE: It is the vendor’s responsibility to see that the proposal is received in the Office of Purchasing prior to the proposal opening time. Late proposals will not be accepted.

Any questions pertaining to this request for proposal should be in writing and directed to [RFP@sinclair.edu](mailto:RFP@sinclair.edu). Changes in specifications will be provided to all vendors via an addendum made through the Office of Purchasing.

Please email **(1) ONE COPY** of your proposal to [RFP@sinclair.edu](mailto:RFP@sinclair.edu).

Your proposal must be clearly marked in the email subject line: “Proposal #PUR201803 Supplemental Staffing Services”

The College reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The College further reserves the right to an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process.

***If favored with this award, we agree to furnish the items and services herein at the prices quoted and under the conditions stated.***

Please print or type:

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 1.0 GENERAL INFORMATION PERTINENT TO PROPOSAL

### 1.1 TERM OF CONTRACT

The contract term shall be for a base period of two (2) years with an option to extend for two (1) one-year periods upon mutual agreement. All prices shall remain firm for the base and renewal contract periods. New prices will be negotiated at the end of the two (2) one-year renewal periods.

### 1.2 ANTICIPATED SCHEDULE

EVENT	DATE
Release of RFP	January 11, 2018
Advertise RFP in Dayton Daily News	January 14, 2018
Written questions from vendors due	January 22, 2018 by 2:00 p.m.
Written responses from Sinclair College	January 26, 2018
Electronic copies of proposals due from vendors	February 6, 2018 by 2:00 p.m.
Pre-award presentations (If requested by Sinclair College)	February 2018
Vendor selection	Mid-March 2018

### 1.3 REQUEST FOR PROPOSAL PROCESS

All proposals shall be electronically submitted on or before 2:00 p.m. local time, on February 6, 2018, (the "closing time and date") to [RFP@sinclair.edu](mailto:RFP@sinclair.edu).

### 1.4 PROPOSAL CONTENT

The information provided herein is intended to assist vendors in responding properly to this Request for Proposal and to provide interested vendors with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

### 1.5 PROPOSAL PERIOD

All proposals shall be valid for a period of at least 90 days from the closing time and date.

### 1.6 STATE AND LOCAL TAXES

Sinclair is exempt from Ohio sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by Sinclair and will also be furnished upon request. Such taxes should not be included in quoted prices. However, if the supplier believes any taxes apply, they shall be shown separately. If not shown, they will be considered an expense of the vendor.

### 1.7 BACKGROUND INFORMATION ABOUT SINCLAIR

Sinclair is a coeducational community college with an enrollment of 32,000 students.

With an enrollment of 32,000 students, Sinclair has a campus in downtown Dayton, Ohio, as well as other locations in Montgomery, Warren, and Preble County, Ohio. It is among the largest community colleges in America. Sinclair's faculty, staff, and students exhibit quality, as evidenced by frequent national and state awards. Sinclair is a member of the League for Innovation in the Community College.

As a comprehensive community college, Sinclair offers a variety of educational programs and services:

- University transfer classes and programs (like art, humanities, and sciences)
- Direct-to-work career programs (like health and engineering programs)
- Custom training classes for business workers
- A full-service conference and banquet center
- Expert consulting and assistance to numerous community initiatives

Sinclair employs 3,000 plus faculty and staff, both full-time and part time.

Vendors may refer to Sinclair's website [www.sinclair.edu](http://www.sinclair.edu) for more information about Sinclair.

## **2.0 GENERAL TERMS AND CONDITIONS**

All proposals shall include a detailed description of the goods and/or services to be provided, plus any other relevant information that would be beneficial to Sinclair in evaluating the proposals.

### **2.1 CONSIDERATION**

It is expected that a proposal will meet the requirements set forth herein. Vendors should indicate where their proposals deviate from the requirements of the request for proposals.

Special or unique features included in any proposal should be set forth clearly.

### **2.2 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION; SMALL, MINORITY-OWNED, WOMAN-OWNED, VETERAN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES**

Sinclair is an Equal Opportunity Employer and requires vendors to comply with the following: The vendor, in bidding and providing goods or services to Sinclair, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, age, sex, national origin, disability, or veteran status. The vendor further agrees that every sub-contract or order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Orders 11246 as amended by 11375.

Sinclair is committed to the goal of enhancing economic opportunities for small, minority-owned, woman-owned, veteran owned, and disadvantaged business enterprises in the Miami Valley. Sinclair is implementing a rigorous, progressive and innovative supplier diversity program to enhance Sinclair's long-standing commitment. Suppliers who subcontract work to small, minority-owned, woman-owned, veteran-owned, or disadvantaged business enterprises, or use such enterprises to provide goods and services incidental to their business, will be viewed as supporting and adding value to Sinclair's Supplier Diversity Program.

Sinclair welcomes and encourages qualified small, minority-owned, woman-owned, veteran-owned, and disadvantaged business enterprises to participate in contracts. Similarly, non-minority contractors are encouraged to demonstrate their commitment to diversity through active partnership with or participation by small, minority-owned, women-owned, veteran-owned, and disadvantaged business enterprise subcontractors or suppliers in the project.

The vendor agrees to exert commercially reasonable efforts to give small, minority-owned, woman-owned, veteran-owned, and disadvantaged business enterprises an enhanced opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of this contract. The Vendor shall report on a quarterly basis the small, minority-owned, women-owned, veteran-owned, and disadvantaged business enterprise activity and participation in the goods and services provided to Sinclair.

### **2.3 SUBMISSION OF PROPOSALS**

The vendor shall electronically submit (1) ONE COPY of its proposal, by the closing time and date. The proposal shall be signed by an authorized representative of the vendor and emailed to [RFP@sinclair.edu](mailto:RFP@sinclair.edu). The subject line of the email must contain the words **"Proposal #PUR201803 Supplemental Staffing Services."**

**Sinclair will not accept proposals received after the closing time and date.**

### **2.4 WITHDRAWAL OF PROPOSALS**

The vendor may withdraw its proposal by submitting a written request to Sinclair's Manager of Purchasing.

### **2.5 ADDITIONAL INFORMATION**

Sinclair reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of information regarding the vendor. Sinclair reserves the right to negotiate any provision in the proposal, to refuse to negotiate, or to choose not to abide by any terms in the proposal.

Vendors are encouraged to present any information about additional features or services which they believe makes their proposal and/or services offered the best choice for Sinclair.

### **2.6 RIGHT TO ACCEPT OR REJECT**

Sinclair reserves the right to select one, more than one, or none of the proposals submitted and to accept or reject all or parts of any proposal received. Price alone will not be the sole determining factor in the selection process, and Sinclair reserves the right to select a proposal that may not be lowest in costs.

## **2.7 AWARD OF PROPOSAL**

Sinclair will select the vendor(s) which it believes offers the proposal which is in Sinclair's best overall interest. Sinclair reserves the right to give added consideration or not to give consideration to special or unique features which may be included in any proposal.

The decision to select a proposal will be made on the basis and merits of each individual proposal and comparison of the proposal. Sinclair will consider only those offers that conform to this Request for Proposal. Sinclair will select the proposal which would be the most advantageous to Sinclair and which best embraces the interests of Sinclair from a service, financial and educational perspective.

Presentations may be requested by Sinclair and visitations to established operating sites may be made by representatives of Sinclair.

In selecting the vendor, Sinclair will consider, but not be limited to, the following selection criteria plus other criteria listed within this document:

- Overall quality of the goods and/or services offered;
- Reputation of the vendor;
- Ability of the vendor to provide the service requested;
- Information received on reference checks;
- Quality and satisfaction of any previous services performed;
- Overall financial position of the vendor;- Number and scope of any conditions included in the vendor's proposal;
- Accessibility of the vendor's staff to Sinclair's staff;
- Vendor's ability to execute the contract in a timely manner;
- The compatibility of the goods and/or services with existing College space or equipment, if applicable;
- How well the vendor can provide service to College students, faculty, and staff;
- Any other relevant information submitted.

## **2.8 EXPENSES**

Expenses for developing the proposals and answering Sinclair's questions are the responsibility of the vendor and shall not be chargeable, in any manner, to Sinclair.

## **2.9 CONFLICT OF INTEREST CERTIFICATION**

Each vendor shall submit with its proposal an affidavit stating that neither it nor its employees, agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid. (See attached affidavit, **EXHIBIT A.**)



## **2.10 PROPRIETARY INFORMATION**

To the extent provided by law, trade secrets, test data, or other similar proprietary information submitted by the vendor with its proposal, will remain confidential, provided the vendor clearly marks the material as such. Any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected. Nothing in this section shall be interpreted to affect in any way Sinclair's obligations under Ohio's Public Records law or its obligation to respond to a lawfully issued subpoena.

## **2.11 CONTACT PERSON**

A proposal shall identify by name, title, and telephone number, the person(s) in the vendor's organization to whom Sinclair can address questions during the evaluation of proposals.

## **2.12 GUARANTEES AND/OR WARRANTIES PROVIDED**

A proposal shall include specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

## **2.13 SINCLAIR'S RESPONSIBILITIES**

This Request for Proposal is provided as a courtesy. Sinclair assumes no responsibility for failure to send it to all interested organizations or companies. Other interested vendors may obtain copies of these specifications by contacting the Purchasing Manager at [RFP@sinclair.edu](mailto:RFP@sinclair.edu).

## **2.14 EXPLANATION - WRITTEN AND ORAL**

If the vendor finds discrepancies or omissions in the Request for Proposal and instructions or has a question as to their meaning, the vendor should at once notify the Purchasing Manager. If the Purchasing Manager deems it necessary to accomplish the purpose of obtaining valid proposals, he or she will send written instructions to all known bidders.

Sinclair will not be responsible for any oral instruction, nor should a proposal be based upon verbal information from any employee or agent of Sinclair unless authorized by the Manager of Purchasing who, to the extent feasible and practical, will provide documentation by sending written instructions to all vendors who have obtained copies of the Request for Proposal or indicated in writing to Sinclair their interest in responding the Request for Proposal.

## **2.15 REFERENCES**

Vendors shall submit with their proposal a list of current and past clients. Reference list should include at least the following information:

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.
3. The services being performed.

## **2.16 FINANCIAL INFORMATION**

Vendors shall provide a financial statement for the previous year. In addition, if applicable, the previous year's financial report shall be supplied, for that part of the vendor's organization which will be specifically involved in fulfilling the contract. Vendors shall include bank references.

## **2.17 WRITTEN AGREEMENT**

The selected vendor shall be required to enter into a written agreement based upon the terms and conditions contained in its proposal. If the vendor wishes to have supplementary documents and/or attachments or other terms and conditions included in the agreement, then such information shall be included with the proposal. However, such documents and/or attachments shall not become a part of the agreement, unless agreed to by Sinclair.

The written agreement will include, but not be limited to, the provisions set forth below. If Sinclair determines not to use a separate written agreement, then these provisions will nonetheless be deemed to be part of the contractual obligation of the vendor. Sinclair may, in its discretion, agree to waive one or more of these provisions.

## **2.18 INDEPENDENT CONTRACTOR RELATIONSHIP**

The vendor is, and shall perform all services as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the vendor nor anyone employed by it shall be, represent, act, and purport to act or be deemed to be the agent, representative, employee or servant of Sinclair.

The vendor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by Sinclair, the City of Dayton, the State of Ohio, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

## **2.19 INDEMNIFICATION**

The vendor shall indemnify and hold harmless Sinclair, its officers, employees and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

## **2.20 INSURANCE REQUIREMENTS**

The vendor shall procure and maintain at its expense, during the term of its agreement with Sinclair, at least the following insurance, covering goods provided and services performed.

COVERAGE	LIMITS
A. Workers' Compensation	as required by Ohio Law
B. General Liability	\$1,000,000 combined single limit
C. Automobile Liability	\$1,000,000 combined single limit

Sinclair reserves the right to request Umbrella Liability with a \$5,000,000 limit and Errors and Omissions/Professional Liability for large contracts.

All required insurance policies and certificates shall be issued by an insurance company with not less than a rating of "A" and that is licensed to do business in the State of Ohio.

The vendor shall furnish insurance certificates, showing the vendor's compliance with this section. Certificates must be on file at Sinclair's Business Office prior to commencement of operations and must be updated on a yearly basis as long as the contract remains in effect. Thirty days written notice is required prior to cancellation of any insurance policy. Certificates should be sent to the attention of Sinclair Community College, Director of Business Services, 444 W. Third St., Dayton, OH 45402.

If the vendor fails to maintain and keep in force any insurance herein required, Sinclair may, at its option, secure suitable insurance on behalf of the contractor and the contractor shall reimburse Sinclair for all necessary payments made by Sinclair, to keep in force such insurance, and for expenses incurred by Sinclair in securing the insurance and shall make all subsequent payments required directly to the insurance carrier. Failure by the vendor to provide and maintain in force the insurance required under this item is a breach thereof, and shall give Sinclair the power to cancel and terminate this agreement forthwith and without notice.

**2.21 ASSIGNMENT**

The written agreement may not be assigned in whole or in part, without the written consent of Sinclair.

**2.22 WAIVER OF RIGHTS OR REMEDY**

If Sinclair fails to enforce any rights or remedy available under this agreement, that failure will not be construed as a waiver of any right or remedy with respect to any other breach or failure by the vendor.

**2.23 TERMINATION**

If the vendor refuses or fails to perform the services, any duty whatsoever under this Agreement (and any extensions hereof), or any separable part thereof, Sinclair may notify the vendor in writing of its failure and demand compliance within ten (10) calendar days. Should the vendor fail to comply with such directive and perform according to the terms of this Agreement, Sinclair may, with 14 days written notice to the vendor, terminate this Agreement. Whether or not the Agreement is terminated, the vendor shall be liable for any damage to Sinclair resulting from its refusal or failure to perform the work according to this Agreement. Further, it is understood that this option to terminate exists in addition to any other remedies or claims to which the Sinclair is entitled herein.

Sinclair, at its option, may terminate this Agreement for default if any of the following acts of default occur: (1) the vendor's payments are in default; (2) the vendor breaches any material provision of this Agreement; (3) the vendor becomes insolvent or a petition under any bankruptcy act or similar statute is filed by or against the vendor and is not vacated within thirty (30) days after such filing. Such termination for default shall be effective upon receipt by the vendor of a written notice of termination for default issued by Sinclair.

The rights and remedies of Sinclair provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

## **2.24 APPLICABLE LAW**

The vendor shall at all times during the term of the agreement, and with respect to all phases of the contract, comply with all applicable ordinances, laws, rules and regulations of the State of Ohio, and of the United States of America, and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the contract, including but without limiting the generality of the foregoing, such rules and regulations of Sinclair as are not inconsistent with the rights herein granted the Contractor.

The written agreement will be governed by the laws of the State of Ohio.

**2.25 EXHIBIT A**

**H.B. 694 POLITICAL CONTRIBUTIONS**

The vendor hereby certifies that all applicable parties listed in division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with divisions (i)(i)+(J)(I) of Ohio Revised Code Section 1317.13.

**CONFLICT OF INTEREST CERTIFICATIONS**

Sinclair believes that full disclosure is the best way to avoid problems that can arise from potential conflicts of interest. Accordingly, all vendors are required to complete this certification.

Failure to complete this document with the requested information will disqualify vendor's response. Sinclair, in its discretion, may also disqualify vendor's response if any representation is deemed inaccurate or if it concludes that a potential conflict of interest may be present.

Please complete one of the following, as applicable:

The vendor certifies that none of its directors, officers, employees, their spouses, or close family members are employed by or affiliated with Sinclair,

or:

The vendor certifies that, except for the persons whose names are listed below (or on file with Sinclair's Purchasing Department), none of its directors, officers, employees, their spouses, or close family members are employed by or affiliated with Sinclair except (list names and relationships):

\_\_\_\_\_

\_\_\_\_\_

---

Vendor further certifies that during the past year, it has not paid or given any gift or other consideration having a value over \$25.00 or more to any employee, officer or trustee of Sinclair. Vendor submitting this proposal certifies that the foregoing information is true, correct and complete.

---

Vendor

---

By

---

Print Name

---

Title

---

Date

### **3.0 GENERAL INFORMATION**

#### **3.1 PURPOSE OF WORK**

Sinclair College, hereinafter referred to as the “College” or “Sinclair,” seeks to enter into an agreement with supplemental staffing vendors to provide supplemental staffing services as required by the College. The College spends approximately \$200,000.00 on an annual basis for supplemental employees. This volume is intended as an estimate of the potential value of the agreement and not as a guarantee of minimum or maximum future expenditures.

Any agreement resulting from this RFP will not give the selected vendor exclusive rights. The College reserves the right to contract for supplemental employees outside of any agreements resulting from this RFP, but the intent will be to promote use of the preferred vendor.

#### **3.2 FUNCTIONAL REQUIREMENTS/SCOPE OF WORK**

The College will be selecting a vendor capable of filling job descriptions listed below and with the ability to supply supplemental labor as required. These supplemental employees could be used for any period of time and at any College location. The College may from time to time need to utilize the services of supplemental employees outside of the job descriptions listed. Vendors should therefore submit pricing information based on these job descriptions, and if needed, an addendum will be added for future positions if recruiting demands are greater than the current positions.

**Please provide percentage markup based on the below job descriptions:**

**All following positions require:**

- Minimum of high school diploma or GED unless otherwise stipulated
- Excellent customer service skills
- Ability to lift up to 50 lbs.
- Able to work 16 to 20 hours a week and up to 35 hours during Rush and some weekends
- Ability to work and or stand for upwards of 8 hours
- Dress Code: Sinclair College dress code is casual business attire, good personal habits and professional behavior make a good impression on students, visitors, and colleagues and are expected of all employees.

**Generalist** \*some weekends required

This position could work in the stockroom or on the sales floor; stocking shelves, pulling textbooks, pulling web orders for distribution to customers, helping customers, telephone customer service, filing, and performing as greeters or exit monitors

- Complete other duties as assigned

**Cashiers** \*some weekends required

Principal Accountabilities

- Perform day-to-day customer service and process register transactions
- Provide customer service
- Accurately calculate and count change back to customer
- Other tasks as assigned

Requirements

- 1 year of previous retail experience working a cash register
- Cash handling

**Accounting Clerk** \*weekend work infrequent

Principal Accountabilities

- Provide accurate and secure collection
- Cash Office support counting & balancing cash drawers
  - Prepare register drawers daily
  - Count bus passes, stamps and cash
  - Sort media, count, and or second count cash drawers

Requirements

- 1-2 years of previous Cash handling experience
- Knowledge of office practices and procedures
- 1-2 years of experience or Knowledge of bookkeeping and accounting practices
- Minimum of an Associate's degree required

**Stock and Sales Clerk (includes textbooks and other merchandise)** \*weekend work infrequent

Principal Accountabilities

- Assist daily handling of incoming freight, distributing merchandise to the proper stockroom and sale floor areas.
- Assist customers with sales.

Requirements

- Self-motivated individual with excellent verbal and customer service skills.
- 1 year of previous sales, warehouse, or inventory experience

## **Electronics Sales Clerk**

Principal Accountabilities \*weekend work infrequent

- Stock and sell electronic devices
- Help customers to purchase the electronic device that will fit their needs

Requirements

- Knowledgeable about electronics
  - Be able to distinguish differences between several different laptops and tablets, and why one might be better than another.
  - An understanding of computer specifications:
    - Speed, memory, operating systems
- Excellent verbal communication skills
- 1 year of retail or sales experience

## **Web Department** \*some weekends required

Principal Accountabilities

- Receive, pick, process sales, pack and ship orders placed on the Sinclair Bookstore Website

Principal positions

- Picker
- Web Cashier
- Packer
- Labeler
- Filer
- Telephone customer service

Requirements

- Self-motivated individual with excellent verbal and customer service skills.
- 1 year of previous sales, warehouse, or inventory experience

## **Accounting Technician Satellite Stores; year round and Rush, Grade 2** \*some weekends required

Principal Accountabilities

- This position is responsible for the daily workings of the Satellite Store
  - Cashiering
  - Cash handling
  - Daily receiving of in-coming freight, logging and positioning merchandise to the sales area
  - Responsible for ordering, inspection, set-up, receiving, selling and returning of store inventory



- Morning set-up
- PC based cashiering
- End of day closing, reconciling, and daily deposit preparation

**Requirements**

- Cash handling experience
- Ability to lift 50 lb boxes
- High customer service skills
- Computer literacy (as everything is done on the computer)
  - Ordering, receiving, selling
  - MSOffice

**3.3 MANDATORY REQUIREMENTS – VENDOR MUST CONFIRM THEIR ABILITY TO MEET MANDATORY REQUIREMENTS:**

1. Vendor must provide bonding and insurance for their supplemental personnel.
2. Vendor must provide an initial FACE-TO-FACE screening of supplemental personnel and provide the results as requested.
3. Vendor must conduct a background check based on Sinclair’s requirements (See Appendix 1).
  - a. These will be completed at Vendor’s expense.
4. Vendor must allow College departments to interview the candidate prior to arrival, if requested, to determine his/her qualifications for the requested position.
5. Vendor must recruit for all staffing needs. The College reserves the right to decline persons that do not meet the needs or operational requirements of the College.
6. Vendor must perform all mandatory training. Such training must include, but is not limited to, OSHA Hazard Communication Standard, and "Right to Know" laws as well as Title IX sexual harassment training. Also, a timed attention to detail and a cashiering test; that will be supplied to the vendor by Sinclair Bookstore. The vendor needs to have a risk management and safety assessment program (quality assurance) to ensure the supplemental personnel provided to the College provide the lowest overall risk.

**3.4 MANDATORY SERVICE LEVEL REQUIREMENTS – VENDOR MUST CONFIRM THEIR ABILITY TO MEET MANDATORY SERVICE LEVEL REQUIREMENTS:**

<b>PERFORMANCE METRIC</b>	<b>SUPPLIER GOAL</b>	<b>PERFORMANCE TARGET</b>	<b>DESCRIPTION</b>	<b>CALCULATION</b>	<b>FREQUENCY OF REVIEW</b>
First Round Normal Fill Rate	4 business days	92% or Higher	Measures the Contractor's ability to	Total number of filled positions resulting from	Quarterly

			satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).	first round resumes / total number of requisitions filled.	
First Round Urgent Fill Rate	N/A	92% or Higher	Measures Contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (Urgent requisitions).	Total number of urgent filled positions resulting from first round of resumes / total number of requisitions filled.	Quarterly
Attrition Rate	N/A	8% or Lower	Measures resource turnover due to unplanned situations which are not caused by the State, not including inadequate performance, death, serious illness, etc. Does not include performance removal data.	Number of unplanned turnovers / total number of resources working on contract. Reasons must be included in the report.	Quarterly

Performance Removal	N/A	5% or Lower	Measures resource turnover due to inadequate resource performance. Does not include attrition rate data.	Number of turnovers (due to inadequate performance) / total number of resources.	Quarterly
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**Non-Exclusive Agreement**

Any agreement resulting from this RFP will not give the selected Vendor exclusive rights. The College reserves the right to purchase outside this agreement, but the intent will be to promote purchasing through the “preferred Vendor”.

**3.5 PROPOSAL SUBMISSION REQUIREMENTS**

Vendors must submit their proposal(s) in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the Respondent's ability to provide the requested services.

In order to simplify the review process and obtain the maximum degree of comparison the proposal shall be organized as follows:

**Page Limits**

Vendors shall adhere to the following page limits and formatting requirements:

- Title Page
- Table of Contents
- Executive Summary – 2 pages
- References– 3 pages
- Proposal Content (Qualifications and Work Plan) – 10 pages
- Pricing –1--3 pages
- All other attachments– 5 pages

No other page limits are in effect. Sinclair College will remove any excess pages from proposals exceeding these limits before the proposals are distributed for review and evaluation.

**Formatting Requirements:**

Vendors shall adhere to the following formatting requirements:

- Font size: 12 point

- Font: Times New Roman
- Margins: at least one inch
- Line spacing: Double---spaced
- Pages: single---sided
- Page numbering: right justified at the bottom of each page
- NO BINDERS, copy ready format
- Language: English

### **Title Page**

The title page shall include the:

- RFP Name
- Organization/ Company name, address, phone number, and federal tax identification number;
- Name of the person authorized to negotiate agreements and make decisions for the organization including the telephone number, fax number, and e-mail address; and
- Authorized signature and submittal date.

**4.0 PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is entered into as of the last date signed below, between Sinclair College (“College”) and

\_\_\_\_\_ (“Contractor”).

**CONTRACTOR’S BUSINESS ADDRESS:**

\_\_\_\_\_

**CONTRACTOR PROPOSAL?**       **NO**                       **YES**

**If YES, proposal dated:** \_\_\_\_\_

If YES, Contractor’s proposal is attached as Schedule A and incorporated herein by reference. Unless otherwise stated, in the event of any inconsistency between the proposal and any term of this Contract, this Contract prevails.

**I. REPORTING**

**In performing services, CONTRACTOR SHALL REPORT TO:**

**SINCLAIR EMPLOYEE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**II. PERIOD OF SERVICE**

**FROM:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**III. CONTRACT COSTS**

**Payment(s) for services shall not exceed:** \_\_\_\_\_

**Travel costs shall not exceed:** \_\_\_\_\_

**IV. Contractor shall provide the following services**

**Description:**

--

**Deliverables (e.g. milestones, benchmarks, related documentation) & if applicable, payment based on these deliverables:**

--

**V. GENERAL PROVISIONS**

- A. In performing services under this Contract, Contractor shall be deemed to be an independent contractor, and neither Contractor nor any person acting on behalf of Contractor shall be deemed to be an employee of College.
- B. No agency relationship or partnership shall exist between Contractor and College.
- C. Contractor may not subcontract or assign any aspect of this Contract without the express written authorization of College’s Manager of Purchasing or Director of Business Services. If Contractor is authorized by College to subcontract any aspect of this Contract and if funding for this Contract is from Federal grant monies, Contractor will take affirmative steps as prescribed by Federal grant regulations to assure that minority businesses, women’s business enterprises and labor surplus area firms are used as subcontractors, when possible.
- D. Contractor shall comply with all applicable laws, rules, and regulations, and all College policies relative to conduct on College premises.
- E. Contractor will not receive any fringe benefits including, but not limited to, unemployment compensation benefits, workers’ compensation insurance or benefits, or withholdings by College from Contractor’s fees for income taxes or any other purposes.
- F. Contractor shall be solely responsible for payment of its own taxes and any taxes relating in any way to Contractor’s provision of services under this Contract.

**VI. TERMINATION**

- A. Either party may terminate this Contract by giving 30 days prior written notice to the other party. College may immediately terminate this Contract if Contractor breaches any provision of this Contract.
- B. In addition to a breach of any provision of this Contract, the following shall be grounds for termination:
  - 1. Contractor ceases to do business.
  - 2. Contractor files for protection under any state or federal bankruptcy or similar laws.
  - 3. Contractor makes an assignment for the benefit of its creditors.
  - 4. A receiver, trustee, liquidator or conservator is appointed for Contractor.
- C. In the event of termination, Contractor shall be paid for the work completed as of the date of termination as reasonably determined by College.

**VII. TIMELY PERFORMANCE AND LOCATION OF PERFORMANCE**

- A. Contractor shall perform all work required of it under this Contract in a timely manner. Any unreasonable delay by Contractor in the performance of such work shall be a breach of this contract.

- B. Contractor will perform all work required of it under this Contract at a location to be agreed upon by Contractor and College.

**VIII. INVOICE AND PAYMENT**

- A. Unless otherwise specified in Section IV. Deliverables, Contractor shall submit its invoice following completion of all work under the Contract. The invoice(s) shall specify the dollar rates and time spent, if such are set forth in this Contract or any attached Schedule or Exhibit as a method of calculating payment.
- B. Travel expenses, if applicable, must be itemized separately in the invoice and be in compliance with College's Travel Policy. This policy can be found at: <http://www.sinclair.edu/about/offices/accounting-travel-policies>.
- C. Any reimbursable expenses other than travel authorized in this Contract, such as supplies, photography, communications, or reproduction, shall be billed to College at cost. In order to be reimbursed, documentation of the cost of each item and a description of the relationship of each item to the project must be provided.

**IX. RECORDS AUDIT**

During the term of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records, including books, documents or papers, of all charges pertaining to this Contract and shall make such records available to College, and if funding for this contract is from a Federal grant, to the Federal grant awarding agency or Federal representatives, as College may reasonably require.

**X. USE OF COLLEGE NAME AND LOGOS**

Contractor may not use the name, logos or marks of College without written approval from College's Director of Business Services.

**XI. TECHNICAL INFORMATION, RECORDS AND REPORTS**

Any notes, designs, drawings, memoranda, reports, computer programs (including supporting data which may be included in cards, tapes, discs, drums and the like), and other technical data developed by Contractor in the course of or in connection with this Contract shall become the property of College. All such notes, designs, drawings, memoranda, reports and other technical data shall be delivered to College upon demand, and College shall have the right to use them for any purpose which it may deem desirable without compensating Contractor or any other person or persons for the use thereof. No information, reports, etc., developed herein may be reproduced without the written consent of College.

**XII. PATENTS AND COPYRIGHT**

- A. In the event any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contract, Contractor shall furnish College with complete information with



respect thereto, and College shall have the sole authority to determine whether and where a patent application shall be filed. College shall also determine the disposition of title to and all rights regarding any application or patent that may result. Contractor shall, at College's expense, execute all documents and do all things necessary or proper with respect to such patent application.

- B. Whenever any copyright is secured in connection with the transcription or publication of the results of research financed by this Contract, title and all rights to such copyright shall vest in College.
- C. If the Contract is funded under a Government Prime Contract or Grant, which provides a different disposition for items A. and B. above, the Government Prime Contract or Grant shall govern.

### **XIII. CONFIDENTIALITY**

- A. Contractor shall consider all information furnished by College to be confidential and shall not disclose any such information to any person, or use such information for any purpose other than performing this Contract, unless Contractor obtains written permission from College to do so. This provision applies to drawings, specifications and any and all other materials prepared by Contractor for College in connection with this Contract.
- B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Contractor to College shall be deemed secret or confidential.
- C. Confidential Information
  - 1. "Confidential Information" is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, including but not limited to, information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm- Leach-Bliley Act (GLBA), or sections 1347 and 1349 of the Ohio Revised Code. "Confidential Information" includes, but is not limited to, Social Security Numbers, personally identifiable information from education records, financial records regarding students or their parents or sponsors, and records regarding College employees which are not public records under Ohio law.
  - 2. Contractor agrees to hold any and all Confidential Information obtained from College, its students, faculty, staff, or other agents in the performance of this Contract in strictest confidence, and not to use or disclose such Confidential Information except as permitted or required by this Contract or by law, or as otherwise agreed to in writing by College.
  - 3. Contractor shall comply with FERPA, GLBA and other applicable federal and state statutes. In particular, Contractor shall comply with the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA, 34 CFR § 99.33(a) (2), which provides generally that the officers, employees, and agents of a party that receives personally identifiable information from an education record may use the information, but only for the purposes for which the disclosure was made.

4. In the event of a security breach covered under sections 1347 and 1349 of the Ohio Revised Code, Contractor shall bear all responsibility and expense for complying with the disclosure and notification requirements of these statutes.
5. Contractor shall protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.
6. Contractor agrees that within 30 days of termination, expiration, or other conclusion of this Contract, it shall return to College or if return is not feasible, destroy and not retain any copies (and furnish College with an appropriate Certificate of Destruction) of any and all Confidential Information in its possession.
7. The obligations of this section shall not apply to any information which is/was (a) already in the public domain through no breach of this Contract, including but not limited to information available through College's web site(s); (b) lawfully in Contractor's possession prior to receipt from College, its faculty, staff or students; or (c) received by Contractor independently from a person or entity free to lawfully disclose such information other than College, its faculty, staff, or students.

**XIV. DRUG FREE WORKPLACE**

Contractor shall comply with all applicable federal, state and local laws regarding drug free work places and shall ensure that any of its employees or permitted subcontractors engaged in work under this Contract do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs.

**XV. LIABILITY; INDEMNIFICATION**

College has no liability to Contractor or any third party for any damages resulting from or arising out of this Contract or Contractor's performance under this Contract. Contractor shall indemnify and hold harmless College from any and all claims for such liability or damages.

**XVI. OHIO ETHICS LAWS; CONFLICT OF INTEREST; SUSPENSION/DEBARMENT/DISQUALIFICATION**

- A. Contractor acknowledges that both Contractor and College and their respective employees are subject to Ohio's ethics laws. Contractor agrees to abide by all requirements of the Ohio ethics laws, including but not limited to Ohio Revised Code Sections 102.03 and 102.04 (hereafter "Ohio ethics laws"). Contractor affirms that to the best of its knowledge, there exist no actual or potential violations of the Ohio ethics laws and no conflict of interest between Contractor and College or between Contractor and any employee of College relating in any way to Contractor's services under this Contract.

- B. Contractor shall not employ or hire as an independent contractor or make any payment of any kind, for any reason to any person who is also an employee of College, without the express written authorization of College's Manager of Purchasing or Director of Business Services.
- C. Contractor shall immediately inform College regarding any possible violations of Ohio ethics laws or other conflict of interest which may arise during the term of this Contract.
- D. Contractor shall immediately notify College in the event Contractor is suspended, debarred or disqualified by any state or Federal department or agency, or upon receipt of a notice of proposed suspension or debarment during the performance of this Contract.

**XVII. EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

Contractor shall comply with all applicable federal, state and local statutes, regulations, and rules pertaining to equal opportunity and non-discrimination in employment and with and Sinclair College's Equal Opportunity/Non-Discrimination Policy. (A copy of the policy is available to Contractor upon request.)

**XVIII. CLEAN AIR/WATER POLLUTION CONTROL; LOBBYING**

- A. If this Contract amount exceeds \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued under the Clean Air Act and the Federal Water Pollution Control Act.
- B. If the total dollar amount of this Contract equals or exceeds \$100,000, Contractor agrees that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract. Contractor will file a Byrd Anti-Lobbying certificate if requested by College.

**XIX. JURISDICTION AND VENUE**

This Contract and any claims arising from or related to this Contract, including violation or breach of contract by Contractor, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Contract in any way may be brought only in a federal or state court of appropriate jurisdiction located in Ohio.

**XX. ENTIRE CONTRACT; MODIFICATION OR AMENDMENT**

This Contract constitutes the entire agreement between the parties. Neither party may modify or amend the terms of this Contract, except in a written Contract signed by both parties.

**CONTRACTOR**

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASING DEPARTMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **5.0 BACKGROUND CHECK PROGRAM GUIDELINES AND CRITERIA**

### **GENERAL INFORMATION**

It is important that Sinclair College provide a safe and secure environment for all college constituents, including students, employees and visitors. It is also important that the college take meaningful action to protect its funds, property and other assets. This procedure is intended to support the verification of appropriate criminal history and to provide critical information related to hiring decisions.

### **SCOPE OF BACKGROUND CHECK**

The background check will seek both felony and misdemeanor convictions based on the criteria determined by the College. The current criteria are set forth in attached **APPENDIX A**.

The background check includes an automatic recheck of an individual's records six months after the submission date.

### **PROVISIONS**

#### **Responsibilities**

It is the responsibility of the Office of Human Resources to administer the background check process.

#### **New Employees**

All new employees, 18 years of age or older, must successfully complete a background check as a condition of employment.

All personnel of the Campus Police Department require a more extensive background process that will be handled directly by the Campus Police Department.

Various positions may require additional background screening measures based on required regulations for the designated departments. These additional screenings will be in addition to the standard background screening required of all new employees.

#### **Current Full-time Employees**

Current full-time employees, hired prior to September 1, 2009, are not subject to a background check to maintain current position.

Full-time employees who transfer to or add a new position status (part-time) are not subject to a background check, subject to the exception below.

Exception: full-time employees who transfer to or add a new position status (part-time) that is considered a "money handling" position must complete or have completed a "Financial Background Check" before transferring to or adding that position.

### **Current Part-time Employees**

Current part-time employees, hired prior to September 1, 2009, are not subject to a background check to maintain current position.

Part-time employees are subject to a background check if they apply for a different status part-time position, e.g. current position is regular and adding or moving to part-time Adjunct Faculty.

Part-time employees who transfer to or add a position status that is considered a “money handling” position must complete or have completed a “Financial Background Check” before transferring to or adding that position.

Part-time employees, who have an absence of six months or longer, must complete a background check prior to returning to work.

### **Student Workers**

All new student workers must successfully complete a background check as a condition of employment.

Student workers who transfer to or add a position status that is considered a “money handling” position must complete or have completed a “Financial Background Check” before transferring too or adding that position.

International student workers who have resided in the US for less than five (5) continuous years are not subject to a background check. A background check is required prior to entering the US as a student.

### **Volunteers**

All volunteers must successfully complete a background check before beginning any volunteer activities.

## **PROCESS**

### **Employment**

1. When a candidate has been identified, the “Payroll Notification/Notice of Intent to Hire” form must be completed and submitted by the hiring manager to the Office of Human Resources.
2. The candidate will receive an email notice from the background screening company to submit his/her information to the background check screening company to initiate the background check.
3. Results of the candidate background check may take a minimum of seven days to receive. No candidate can work during this screening period.
4. If the candidate receives a “pass” (green light) on the background check, the Office of Human Resources will notify the hiring manager that the person may be hired for the position.

5. The Office of Human Resources will contact the applicant to complete the appropriate new hire paperwork. New hires will not start work in the position until the results of the background screening are received and the new hire paperwork has been completed.
6. If the candidate receives a “no pass” (red light) on the background check, the Office of Human Resources will notify the hiring manager that the candidate cannot be hired. Upon issuance of a “no pass” (red light) determination, the background screening company will send the Individual a copy of the Record and a summary of the individual’s FCRA (Fair Credit Reporting Act) letter informing them of their rights as part of the investigation.
7. A current employee who does not pass the background check will not necessarily be separated or dismissed as a result of the check. The College reserves the right to determine if a current employee will be dismissed from employment under the circumstances.

## Volunteers

1. Any department that is interested in using a volunteer must notify the Office of Human Resources via email or memo. The potential volunteer will receive an email notice to submit his/her information to the background check screening company to initiate the background check.
2. If the potential volunteer receives a “pass” (green light) on the background check, the Office of Human Resources will contact the department that the person may start their volunteer activities. The Office of Human Resources will contact the volunteer to sign a “Volunteer Agreement.”
3. If the prospective volunteer receives a “no pass” (red light) on the background check, the department will be notified by the Office of Human Resources that the person cannot be a volunteer at the College. Upon issuance of a “no pass” (red light) determination, the background screening company will send the individual a copy of the Record and a summary of the individual’s FCRA (Fair Credit Reporting Act) letter informing them of their rights as part of the investigation.

## Automatic Re-Check

The background check process includes an automatic recheck for an individual’s record six months after the submission date. Upon issuance of a “no pass” (red light) determination as a result of the re-check, the employee and hiring manager will be notified and the appropriate action will be taken up to and including termination.

The background screening company will send the individual a copy of the record and a summary of the individual’s FCRA (Fair Credit Reporting Act) letter informing them of their rights as part of the investigation.

**6.0 APPENDIX A**

**APPLICANT BACKGROUND CHECK CRITERIA  
NON-FINANCIAL AND FINANCIAL**

Convictions for the five following crimes will prompt a “failure” of the applicant background check. This criterion is used for all employee groups who do not handle money.

<b>CONVICTION</b>	<b>SEARCH CRITERIA</b>
<p><b>R1.</b> Any felony (any crime punishable by confinement greater than one year).</p> <ul style="list-style-type: none"> <li>a. Defined on the basis of exposure for the offense for which the defendant was convicted, pled guilty or pled nolo contendere. If pled down, then the crime to which the defendant ultimately pled.</li> <li>b. Defined as all crimes punishable by greater than one year in jail or prison, regardless of how characterized by jurisdiction. If range, alternate sentencing, or indeterminate sentencing, outer range &gt; one year.</li> </ul>	<p>15 years for felony convictions that are considered non-violent. Lifetime for all other convictions.</p>
<p><b>R2.</b> Any lesser crime involving force or threat of force against a person.</p>	<p>15 years</p>
<p><b>R3.</b> Any lesser crime in which sexual relations is an element, including “victimless” crimes of a sexual nature (including pornography).</p>	<p>Lifetime</p>
<p><b>R4.</b> Any lesser crime involving controlled substances (not paraphernalia or alcohol).</p>	<p>15 years</p>
<p><b>R5.</b> Any lesser crime involving cruelty to animals.</p>	<p>15 years</p>



Convictions for the five following crimes and additional “money handling” question will prompt a “failure” of the applicant background check. This criterion is used for employee groups who handle money.

Conviction	Search Criteria
<p><b>R1.</b> Any felony (any crime punishable by confinement greater than one year).</p> <p><b>a.</b> Defined on the basis of exposure for the offense for which the defendant was convicted, pled guilty or pled nolo contendere. If pled down, then the crime to which the defendant ultimately pled.</p> <p><b>b.</b> Defined as all crimes punishable by greater than one year in jail or prison, regardless of how characterized by jurisdiction. If range, alternate sentencing, or indeterminate sentencing, outer range &gt; one year.</p>	<p>15 years for felony convictions that are considered non-violent. Lifetime for all other convictions.</p>
<p><b>R2.</b> Any lesser crime involving force or threat of force against a person.</p>	<p>15 years</p>
<p><b>R3.</b> Any lesser crime in which sexual relations is an element, including “victimless” crimes of a sexual nature (including pornography).</p>	<p>Lifetime</p>
<p><b>R4.</b> Any lesser crime involving controlled substances (not paraphernalia or alcohol).</p>	<p>15 years</p>
<p><b>R5.</b> Any lesser crime involving cruelty to animals.</p>	<p>15 years</p>

**Additional “money handling” question:**

**Have you ever been convicted of a crime involving financial misappropriation, including by not limited to embezzlement, theft and passing or cashing checks with insufficient funds?**