

STATE OF UTAH



SOLICITATION NO. DB10014

Temporary Employment Services

RESPONSES ARE DUE PRIOR TO:

Oct 14, 2009 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid DB10014 Temporary Employment Services

Bid Number DB10014
Bid Title Temporary Employment Services

Bid Start Date Sep 30, 2009 2:25:58 PM MDT
Bid End Date Oct 14, 2009 3:00:00 PM MDT
Question & Answer End Date Oct 7, 2009 7:00:00 AM MDT

Bid Contact David W Bryan
Purchasing Agent III
Administrative Services / Purchasing
801-538-3342
dbryan@utah.gov

Contract Duration See Specifications
Contract Renewal Not Applicable
Prices Good for 30 days

Bid Comments All questions must go through BidSync.

All official amendments to this bid will go through BidSync.
Added on Oct 1, 2009:
Adding Utah Procurement Zones document/(Appendix II map of the areas).

Changes made on Oct 1, 2009 6:54:40 AM MDT

New Documents Utah Procurement Zones.pdf

Item Response Form

Item DB10014-1-01 - Temporary Employment Services
Quantity 1 n/a
Unit Price
Delivery Location State of Utah
No Location Specified
Qty 1

Description
Fillout pricing sheet with percentage mark-ups. If the pricing sheet is not fillout, bids will not be accepted.

Please enter into BidSync, the average percentage mark-up of items 1-8 on the pricing sheet.



State of Utah Invitation to Bid

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 		State of Utah Sales Tax ID Number 	
Ordering Address 		City 		State 	Zip Code
Remittance Address (if different from ordering address)		City 		State 	Zip Code
Type: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include area code) 	Fax Number (include area code) 	Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) ttt		Days Required for Delivery After Receipt of Order (see attached for any required minimums) ttt			
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums)			
Minimum Order 		Company's Internet Web Address 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representative=s Signature 		Date 			
Type or Print Name 		Position or Title 			

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract (s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 22 October 2008 - ITB Instructions)

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

8. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

9. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

18. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

19. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

20. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

21. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

22. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

24. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

25. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

27. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

28. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted

composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

33. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

36. PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

37. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

38. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

39. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

40. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

41. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State

Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if

such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

June 2009

Revision date: 4

**Invitation to Bid (IFB)
Statewide Contract for Temporary Services
Solicitation # DB10014**

PURPOSE OF INVITATION TO BID PROCESS

The purpose of the bid process is to enter into a statewide contract with a qualified firm to temporary employment services for all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, cities, counties, etc.). It is anticipated that this bid may result in a contract award to multiple contractors.

This document is designed to provide interested bidders with sufficient basic information to submit both a technical bid and a price bid meeting minimum requirements. Under this multi-step sealed bid procurement, price bids will be considered only in the second phase and only from those bidders whose unpriced technical bids are found acceptable in the first phase.

BACKGROUND

The state currently has three contracts for temporary services. The following is the combined contract usage for the last four fiscal years (July 1 – June 30):

FY05 -	\$ 1,664,261
FY06 -	\$ 1,814,044
FY07 -	\$ 2,954,306
FY08 -	\$ 3,047,354

ISSUING OFFICE AND BID REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # DB10014. This number must be referred to on all bids, correspondence, and documentation relating to the bid.

LENGTH OF CONTRACT

The Contract resulting from this bid will be for a period of one (1) year.

The contract may be extended beyond the original contract period on a year-to-year basis for up to four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this bid will include the State's standard terms and conditions. See Attachment A.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given via the BIDSYNC site.

DISCUSSIONS WITH BIDDERS

A discussion between the State Purchasing agent and a bidder to clarify bid may be required at the sole discretion of the State after submittal of bids. However, the State may award a contract based on the initial bid received without discussion with the Bidder. If a bidder is required to meet with the State for clarification, any expenses incurred by the bidder will be at the bidder's expense.

PROPRIETARY INFORMATION

After award, all bids become public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire bid may not be marked as proprietary. Bidders must clearly identify in the Executive Summary and mark in the body of the bid any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Bids may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

A. The Contractor shall be required to provide qualified temporary staffing for some or all job categories listed below:

1. 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, (i.e., 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 spread sheets; word processing; minute taking and transcribing; and composition of letters.

2. Fiscal:

Will perform tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; and other related technician level tasks. Additionally shall be required 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.

3. Technical and Professional:

Shall provide computer programmers and analysts; computer, electronic, and lab technicians; quality assurance professionals; technical writers; project managers; graphic illustrators; engineers of all disciplines; designers and drafters, etc.

4. 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 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; house keeping and related; snow removal and lawn care, warehousing and general labor.

5. 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.

6. Skilled Trades:

Skill Staff shall include the following skilled personnel types, but not be limited to those listed: brick layers, 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.

7. 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 temporary placed as an employee. Each temporary employee shall be screened by the Contractor to make sure all necessary licensing is fulfilled, and Contractor shall maintain the driving qualification on file in accordance with FMCSA regulations, which include the employee physical, annual reviews and license dates, thru the employee contract.

8. Medical Placements:

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

9. 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 IFB. The evaluation of the proposals will include only the categories listed above.

- B. The vendor will provide temporary staffing services for the identified job categories at the agreed upon contract price.
- C. The vendor will pre-screen all employees to be placed as a temporary staff to ensure they meet the requirements of the temporary assignment.
- D. Temporary staff provided will be considered employees of the vendor.
- E. The vendor will provide temporary staffing services in accordance with all applicable state and federal employment and 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.
- F. 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.
- G. The vendor will provide, at no additional cost, quarterly reporting on utilization and expenditures by:
 - 1. Agency and division
 - 2. Number of temporary staff placed
 - 3. Category of temporary staff placed
 - 4. Length of assignment for each temporary staff placed by hours worked

5. Month

Reports will e provided to the State of Utah Division of Purchasing (for all clients) and to the designated client contact.

- H. If the vendor uses a secondary staffing service, the secondary staffing service must agree to abide by all provisions of the contract. The client must be notified prior to placement which secondary staffing service(s) is being used.
- I. The vendor agrees to release employees to employment with the client, after 90 days of placement, at no additional cost.
- J. The vendor will bill clients separately, using a unique billing order umber which will be assigned to each client, and which must e identified with job orders are placed with the vendor.
- K. Minimum insurance requirements are:

1. 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 \$2,000,000.00 aggregate. The insurance coverage shall be provided by a company that is rated by Best's at A or better and Class VII or better.
2. 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.
3. Employees Fidelity Insurance – Temporary employees who will handle cash shall also be bonded in an amount not less than \$10,000.
4. 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.
5. For all coverages the state shall be provided a Certificate of Insurance which shall also require that the state be given 60 days notice of any cancellation.

COMPANY QUALIFICATIONS (Those intending to bid on this must meet the following minimum requirement). Please mark comply or exception, please provide detail as to the exception. Please provide evidence that you meet the requirements listed below, just marking comply without providing back justification will result in a non-responsive bid.

1. A minimum of three (3) years experience in providing staffing services.

Comply_____ Exception _____

2. Demonstrated capability of offeror to perform services, including past performance of these types of services. (Include three references that can attest to your performance. Include company name, name of person to contact and contact information.) The State will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the experience. The State reserves the right to pursue any or all references; either submitted or State-research to verify ability of offeror to perform services.

Comply_____ Exception _____

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

Comply_____ Exception _____

4. Areas you can provide service in (see Appendix II for a map of the areas). Offeror must state the areas that they can provide service in.

Comply_____ Exception _____

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

Comply_____ Exception _____

6. Provide copy of the past three (3) years financial statements.

Comply_____Exception _____

Pricing Sheet

Solicitation #DB10014

The price bid is to be entered as a percent mark-up for each category. Any deviation from this format may be cause for your bid to be rejected.

BIDDER: _____

1. Clerical Office Support:

- a. No requirement for computer or keyboard skills:** % _____
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.
- b. Computer and keyboard skills required:** % _____
Tasks such as data entry and retrieval; utilization of data base or spread sheets; word processing, etc.
- c. Advanced office skills:** % _____
Tasks in addition to those listed above include minute taking and transcribing and composition of letters.

2. Fiscal Skills:

- a. General Fiscal:** % _____
Task such as general bookkeeping; posting of data; verifying numbers; processing vouchers; and other related technician level tasks.
- b. Advanced fiscal skills:** % _____
Addition to the skills listed above, generates and reconciles accounting reports, performs accounting functions utilizing spread sheets and reviews fiscal transactions.

3. Technical and Professional % _____

4. Light Industrial % _____

5. Heavy Industry % _____

6. Skilled Trades % _____

7. Drivers and Heavy Equipment Operators % _____

8. Medical Placement % _____

(Average percent mark-up, award will be made to lowest average percent mark-up through items 1-8):

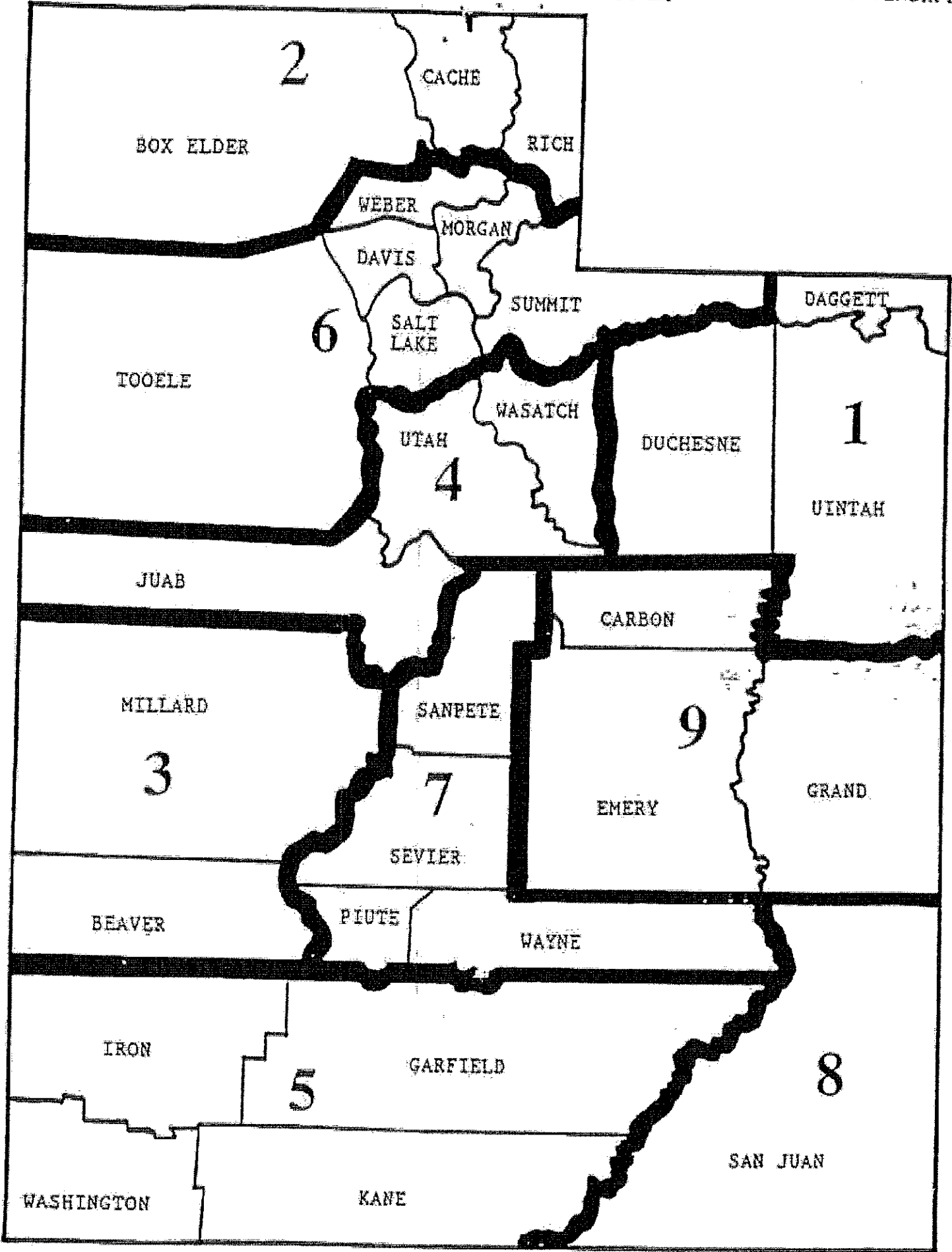
% _____

9. Additional Services

% _____

UTAH PROCUREMENT ZONES

APPENDIX B



Question and Answers for Bid #DB10014 - Temporary Employment Services

OVERALL BID QUESTIONS

Question 1

Is this an existing bid that is being renewed, if so are there incumbents in the positions? (Submitted: Sep 30, 2009 5:18:50 PM MDT)

Answer

- Yes, the state currently has three contracts for this services. These contract are set to expire in Nov of 2009. (Answered: Oct 1, 2009 6:48:07 AM MDT)

Question 2

Must the vendor have a registered office in the State of Utah? (Submitted: Oct 1, 2009 2:05:19 AM MDT)

Answer

- COMPANY QUALIFICATIONS:

4. Areas you can provide service in (see Appendix II for a map of the areas). Offeror must state the areas that they can provide service in. Preference will be given to those companies that can service all areas within the State of Utah and can provide evidence showing company presence or plan detailing how they plan providing services.

(Answered: Oct 1, 2009 6:59:31 AM MDT)

Question 3

Can we bid only on the areas we specialize in or must we bid on all areas?? (Submitted: Oct 1, 2009 2:05:59 AM MDT)

Answer

- Yes, you can bid on those areas you specialize in. (Answered: Oct 1, 2009 6:59:31 AM MDT)

Question 4

How can we put a percentage in for a Bid when we dont know the base price. (Submitted: Oct 1, 2009 2:07:29 AM MDT)

Answer

- Percentages are based on what skills are being required. (Answered: Oct 1, 2009 10:30:45 AM MDT)

Question 5

What is included in the FlexScreen Search? (Submitted: Oct 1, 2009 7:25:44 AM MDT)

Answer

- To help answer your question will you please be more specific. (Answered: Oct 1, 2009 10:30:45 AM MDT)

Question 6

On the "Company Qualifications" page it states that evidence must be provided to show that we meet the requirements. How is this submitted via BidSync? (Submitted: Oct 1, 2009 8:58:36 AM MDT)

Answer

- Via BidSync (Answered: Oct 1, 2009 10:30:45 AM MDT)

Question 7

On the "Company Qualifications" page it states that evidence must be provided to show that we meet the requirements. How is this submitted via BidSync? (Submitted: Oct 1, 2009 8:58:37 AM MDT)

Answer

- Via BidSync (Answered: Oct 1, 2009 10:30:45 AM MDT)

Question 8

Is the same consideration given to bidders responding electronically vs. submitting hard copies? (Submitted: Oct 1, 2009 9:27:56 AM MDT)

Answer

- Yes (Answered: Oct 1, 2009 10:30:45 AM MDT)

Question 9

As a clarification on question 3 - we are allowed to only bid on certain job categories if we specialize in those areas only, correct? (Submitted: Oct 1, 2009 10:30:58 AM MDT)

Answer

- No, you may bid on all categories. If you use a sub-contractor or secondary staffing service to provide additional areas you normally don't specialize in you may do so. Remember if, the vendor(contract) uses a secondary staffing service, the secondary staffing service must agree to abide by all provisions of the contract. The client must be notified prior to placement which secondary staffing service(s) is being used. (Answered: Oct 1, 2009 10:40:36 AM MDT)

Question 10

In the Company qualifications section, number 5, the last sentence just sort of stops - what is it supposed to say? (Submitted: Oct 1, 2009 10:33:02 AM MDT)

Answer

- 5. Offeror must have a training and orientation program. Program must at minimum outline duties and responsibilities for temporary employees. Provide outline of training program. (Answered: Oct 1, 2009 10:40:36 AM MDT)

Question 11

Is it possible to get a copy of the last winning bids tabulation forms? (Submitted: Oct 1, 2009 11:47:56 AM MDT)

Answer

- Yes, but you will have to submit a grammar request. (Answered: Oct 1, 2009 1:01:19 PM MDT)

Question Deadline: Oct 7, 2009 7:00:00 AM MDT