

**OKLAHOMA STATE UNIVERSITY
PURCHASING DEPARTMENT
FOR OSU AND THE A & M INSTITUTIONS
STILLWATER, OKLAHOMA 74078**

March 23, 2009

**INVITATION TO BID
THIS IS NOT
AN ORDER**

Competitive Bid No: Rebid #1 OS-083160-SST **No Bid Received After:** April 8, 2009 3:00PM
Buyer: Sharon Toy

DAYS REQUIRED FOR DELIVERY: _____ **TERMS:** _____ **RETURN SEALED BIDS TO:** _____

**PURCHASING DEPARTMENT
OKLAHOMA STATE UNIVERSITY
1224 N. BOOMER ROAD
STILLWATER, OKLAHOMA 74078**

F.O.B. _____ **Destination** _____

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		***** REBID #1 ***** Provide temporary employee services on an as needed basis per the attached terms and conditions (2 pages), general conditions (1 page), and specifications (4 pages). Volumes are unknown and not guaranteed. This will be a multiple award contract to all responsive bidders. All inquiries during the bid and bid evaluation process must be directed to the OSU Purchasing Department, 405-744-5984 or fax 405-744-5187. Please provide all requested information numbered and in the order as presented herein. Bids that do not answer all questions will be disqualified. Also, provide one original bid, one copy, and two CD's of all bid documents. PLEASE MARK OUTER ENVELOPE: SEALED BID: Rebid #1 OS-083160-SST April 8, 2009 3:00PM		

THIS BID INVALID IF NOT SIGNED

AFFIDAVIT:

STATE OF _____ COUNTY OF _____ of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of _____, the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached: 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the State of Oklahoma, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.

IMPORTANT

COMPANY _____ **DATE** _____
SIGNED BY _____ **PLEASE PRINT NAME** _____
Name & Title
ADDRESS _____ **VENDOR FEI OR SS Number:** _____
CITY, STATE & ZIP _____
PHONE _____ **FAX** _____ **EMAIL** _____

This is submitted as a legal offer and acceptance by the Oklahoma State University Purchasing Department constitutes a binding contract.

BIDS MUST BE RETURNED ON THIS FORM AND/OR ATTACHED PAGES. RE-COPIED LISTS WILL NOT BE ACCEPTED.

Revised 12/11/08

**BOARD OF REGENTS
FOR
OKLAHOMA A&M COLLEGES**

**TERMS
AND
CONDITIONS**

1. Sealed bids will be opened by the Oklahoma State University Purchasing Department at the office of the Director of Purchasing or designee, 1224 N. Boomer Rd., Stillwater, Oklahoma, at the time and date shown on this bid. Bids received after the time shown will not be considered.
2. Bids are to be submitted in a sealed envelope containing only one bid. Envelopes are to be clearly marked with bidder name and address in the upper left corner and with **COMPETITIVE BID NUMBER AND CLOSING DATE AND TIME** in the lower left hand corner. The Purchasing Department reserves the right to reject any or all bids or parts of bids.
3. This contract may be bid and awarded on an **ALL OR NONE** basis, by individual line item or groups of items, whichever is in the best interest of the University.
4. The bid shall be submitted on this approved form. Alternate forms will not be accepted. Quotations must be typewritten or written in ink, and corrections must be initialed. Penciled bids will not be accepted. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the Invitation to Bid.
5. Bidders shall submit only **ONE** bid per item and guarantee unit price to be correct.
6. Firm prices shall be bid **F.O.B.** requesting agency and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
7. The vendor shall deliver merchandise as bid. **NO** deviations shall be made.
8. No interpretation of the meaning of the plans, specifications or other contract documents will be considered valid unless such request for interpretation is addressed to the Office of the Director of Purchasing and is received at least five (5) days prior to bid due date fixed for the opening of bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be mailed to all prospective bidders if the competitive nature of the bidding is affected.
9. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and product number. Bidder shall submit with this proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
10. All bids submitted are subject to Oklahoma State University Purchasing Department and/or Board of Regents Purchasing Policies and Procedures and these General or any Special Conditions and specification listed herein-all of which are made a part of this bid invitation by reference.
11. This bid is submitted as a legal offer and any bid when accepted by the Oklahoma State University Purchasing Department constitutes a firm contract.
12. This form must be made out in the corporate name of the bidder and must be fully and properly executed by an authorized person and signed in ink with full knowledge and acceptance of all its provisions.
13. Oklahoma laws require each bidder submitting a competitive bid to an agency of the State of Oklahoma for goods or services to furnish a signed statement of non-collusion, therefore, this bid is invalid if not signed.

**BOARD OF REGENTS
FOR
OKLAHOMA A&M COLLEGES**

**TERMS
AND
CONDITIONS**

14. Cash and other discounts may be considered and evaluated in the bid award. However, cash discounts may be considered only if for a period of twenty (20) days or more.
15. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. In all cases where a federal tax exemption is required, please make such notation on your bid and an Exemption Certificate will be furnished to the vendor with the Purchase Order.
16. If bidding "all or none", either by groups of line items or by total of line items this must be clearly stated on the Invitation to Bid response.
17. **REQUIRED DELIVERY DATE:** In the event a required delivery date is specified on this bid the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the resulting contract could be cause for termination.
18. If not submitting a quotation on this Invitation to Bid, please return noted "No Bid". Any bidder who fails to return the third (3rd) consecutive Invitation to Bid may be removed from the bid list at the discretion of the Oklahoma State University Purchasing Office.
19. Bidder acknowledges and approves the Terms and Conditions contained herein and attached hereto and by submission of this bid agrees these Terms and Conditions shall supersede any Terms and Conditions offered by the bidder.
20. In entering into any contract resulting from this bid the bidder agrees to comply with Equal Employment Opportunity requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.
21. Bids may be rejected unless the above procedures are followed. The University reserves the right to reject any and all bids if it is in the best interest of the University to do so.
22. If services include the use or disclosure of Patient Health Information (PHI) then a HIPAA Business Associates Agreement will be required prior to the beginning of services.
23. If this purchase involves information technology products or services, they must be in compliance with the accessibility to information technology standard of Section 508 of the Workforce Investment Act of 1998.

TYPE OF BUSINESS: PLEASE CHECK ALL THAT APPLY.

Large Business _____

Small Business _____

- | | |
|--|-------|
| 1. Small Disadvantaged-Owned | _____ |
| 2. HUBZone Business | _____ |
| 3. Women-Owned | _____ |
| 4. Veteran-Owned | _____ |
| 5. Service Disabled Veteran-Owned | _____ |
| 6. Sheltered Workshop | _____ |
| 7. Historically Black Colleges & Universities | _____ |
| 8. Registered in Central Contractor Registration | _____ |
| _____ Yes/_____ No | |

**STATE OF OKLAHOMA
BOARD OF REGENTS
for
OKLAHOMA A&M COLLEGES**

CONTINUATION SHEET
To Accompany Requisition No.

ITEM NO.	QUANTITY	UNIT	DETAILED DESCRIPTION – DOUBLE SPACE BETWEEN ITEMS	UNIT PRICE	AMOUNT
			<u>GENERAL CONDITIONS</u> Proposals for the work called for in these specifications are to be delivered to the Office of the Director of Purchasing, 1224 North Boomer Road, Oklahoma State University, Stillwater, Oklahoma. The owner does not obligate himself to award the contract to the low bidder, but reserves the right to make the award to the best interests of the owner and may make such investigation, as he deems necessary to determine the ability of the bidder to perform the work. The owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfactorily convince the owner that such bidder is properly qualified by experience to carry out the obligations of the contract and to satisfactorily complete this work according to the specifications. The owner reserves the rights to waive any informalities and to reject any and all bids. The University reserves the right to award the proposal that, in the opinion of the University, represents the best value. The University reserves the rights to observe the work being performed and to terminate the purchase order if, in the department's judgment, satisfactory progress is not being made. <u>INSURANCE</u> The successful bidder will be required to maintain such insurance as will protect him as well as the owner from its contingent liability from claims for damage as public liability from operations under this contract, whether such operations are by himself or any subcontractor or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with the owner before a purchase order can be issued, and shall be subject to the owner's approval for adequacy of protection. An Independent Contractor and Hold Harmless Declaration may be executed in lieu of a certificate of insurance.		

Request For Proposals: Temporary Employee Services Agencies

1.0 Description

Provide persons to perform office/clerical, cashier/cash-handling, service maintenance/general labor, skilled trades and other specialized duties on an as needed basis on the Oklahoma State University – Stillwater campus. Agency staff will be operating in the event that a department needs temporary assistance. Individuals may be needed on a one-time basis, such as in the absence of a current employee or at specific peak times of the year. Services and exact dates will be coordinated with Oklahoma State University Office of Human Resources. General Conditions attached (1 page) and continuation sheet (1 page).

2.0 Detailed Description

- 2.1 Period: One year beginning with bid award through June 30, 2009 with option to renew annually based upon mutual agreement.
- 2.2 The University desires that rate adjustments not exceed 3% per year.
- 2.3 Either party may cancel this contract by giving the other party 30 (thirty) days prior to written notice.
- 2.4 This will be a Multiple Award Contract as defined in Attorney General Opinion No. 78-228, dated July 31, 1978. Agreements will be established with all responsive bidders meeting all specifications.
- 2.5 Oklahoma State University reserves the right to obtain any information required, in accordance with this bid, for evaluation.
- 2.6 This contract is for Oklahoma State University-Stillwater with extended option to cover other campus locations and A&M schools.
- 2.7 Agency must be able to provide agency employee within 48 hours of notice.

3.0 Information to be provided

- 3.1 Types of employee available.
 - Office/clerical (receptionist, secretary, office assistant, etc.)
 - Cashier/Cash-Handling (cashier, teller, etc.)
 - Service Maintenance (custodian, housekeeper, groundskeeper, etc.)
 - Skilled Trades (painter, electrician, carpenter, etc.)
 - Specialized (medical transcription, medical records, paralegal, etc.)
- 3.2 Minimum qualifications of each type of employment
 - Office/clerical
 - HS/GED and must type a minimum of 25 CWPM
 - Cashier/cash-handling
 - HS/GED and ability to ten-key. Cash-handling experience.
 - Service Maintenance
 - HS/GED
 - Skilled Trades
 - As specified by request

- Specialized
 - As specified by request
- 3.3 Price comparison including percentage increase per year for each category and percentage mark-up beyond payment made to agency employee. Refer to Section 4.
- 3.4 The University desires the Availability of background checks, including criteria and procedures, refer to Section 6.1.
- 3.5 Availability of benefits provided to agency employees. Refer to Section 6.2.
- 3.6 Ability to comply with HB 1804. Refer to Section 6.3.
- 3.7 A required contracts with bids. Refer to Section 6.4.

4.0 Bid Prices:

- 4.1 Office/Clerical: Positions provide routine clerical/administrative support through use of office software and professional customer service
 - 4.1.1 Please indicate current salary ranges for this classification.
From: \$_____/hr To: \$_____.
 - 4.1.2 Maximum Increase/yr
_____%
 - 4.1.3 Percentage Mark-up above payment to employee
_____%
- 4.2 Cashier/Cash-Handling: Positions provide customer service to students and other clientele using professional cash-handling functions and professional customer care.
 - 4.2.1 Please indicate current salary ranges for this classification.
From: \$_____/hr To: \$_____.
 - 4.2.2 Maximum Increase/yr
_____%
 - 4.2.3 Percentage Mark-up above payment to employee
_____%
- 4.3 Service Maintenance/General Labor: Positions provide unskilled labor under direct supervision of University staff.
 - 4.3.1 Please indicate current salary range for this classification.
From: \$_____/hr To: \$_____.
 - 4.3.2 Maximum Increase/yr
_____%
 - 4.3.3 Percentage Mark-up above payment to employee
_____%
- 4.4 Skilled Trades: Positions provide skilled trade labor under general supervision of University staff.
 - 4.4.1 Please indicate current salary range for classification.
From: \$_____/hr To: \$_____.
 - 4.4.2 Maximum Increase/yr
_____%

4.4.3 Percentage Mark-up above payment to employee
_____ %

4.5 Specialized: Hourly wage may be set by OSU or the agency dependent upon specifications of department and position. Examples of positions may include medical or administrative work.

4.5.1 Please indicate current salary range for classifications
From: \$_____/hr To: \$_____.

4.5.2 Maximum Increase/yr
_____ %

4.5.3 Percentage Mark-up above payment to employee
_____ %

4.6 Other classifications as required: Bidder to provide.

4.6.1 Please indicate current salary range for classification.
From: \$_____/hr To: \$_____.

4.6.2 Maximum Increase/yr
_____ %

4.6.3 Percentage Mark-up above payment to employee
_____ %

5.0 Option: Extend Pricing to

5.1 OSU-Stillwater _____ Yes _____ No

- Oklahoma State University-Stillwater is a large, comprehensive research university located in Stillwater, Oklahoma. As a land-grant institution, OSU-Stillwater assists the public through education, extension and outreach to the Oklahoma, National and International communities. The Stillwater campus enrolls approximately 23,000 full- and part-time students each semester and employs approximately 5,100 full-time and part-time faculty and staff members.

5.2 OSU –Oklahoma City _____ Yes _____ No

- Oklahoma State University-Oklahoma City is a North Central Association accredited, state-assisted public college serving the technical education and training needs of Oklahoma. Located in the heart of Oklahoma City, at the crossroads of Interstate 44 and Interstate 40, this campus enrolls approximately 5,700 full- and part-time students each semester. OSU-Oklahoma City has grown to a campus today of 110 acres, nine modern buildings and 314 full-time faculty and staff.

5.3 OSU-Institute of Technology, Okmulgee _____ Yes _____ No

- Oklahoma State University Institute of Technology is a public state-supported technical institution located in Okmulgee, Oklahoma. The Institute employs approximately 367 full-time and part-time faculty and staff members.

5.4 OSU-Tulsa _____ Yes _____ No

- Oklahoma State University -Tulsa's broadens the University's research capabilities and activities in the Tulsa metropolitan area. As the newest member of the OSU system, the Tulsa campus brings a new dimension to

the university's research mission. OSU-Tulsa has experienced a tremendous growth phase. Student headcount has grown from 1,187 in the spring 1999 semester to nearly 2,700 currently. OSU-Tulsa employs approximately 137 full-time and part-time staff members.

- 5.5 OSU-Center for Health Sciences _____ Yes _____ No
 o Ranked as one of the nation's best medical schools by U.S. News & World Report, Oklahoma State University –Center for Health Sciences educates osteopathic physicians, research scientists and other health care professionals with emphasis on serving rural and under-served areas of Oklahoma. OSU-CHS employs approximately 550 full-time and part-time faculty and staff members.
- 5.6 Connors State College, Warner & Muskogee _____ Yes _____ No
 5.7 Langston University, Langston, OKC, Tulsa _____ Yes _____ No
 5.8 NEO A&M College, Miami, OK _____ Yes _____ No
 5.9 Okla Panhandle State University, Goodwell, OK _____ Not Needed

6.0 Additional Information Requested:

- 6.1 It is the University's preference that agency staff undergo adequate reference and criminal records history checks. Please provide description of process used and charges.
- 6.2 It is the University's preference that agency staff be provided with employment benefits. Please provide description of benefits provided and charges, if any.
- 6.3 It is the University's preference that the agency comply with appropriate sections of the Oklahoma Taxpayer and Citizenship Protection Act, HB1804. Please provide description of internal processes used to verify eligibility for employment.
- 6.4 Please provide description of contract buy-out process in the event that the University desires to hire an agency staff member for full-time continuous work at the University prior to the individual's fulfillment of his/her contractual obligations to the Agency.
- 6.5 It is the University's preference that University Human Resources, branch campus HR office, or A&M HR office as designated be the sole point of contact.
- 6.6 **Bids that do not answer all questions will be disqualified from review.**

NOTE: A word version of the specifications is available upon request by emailing purchase@okstate.edu.