

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: TEMPORARY PERSONNEL SERVICES AT THE OHIO EXPO CENTER

CONTRACT No.: OT901514

EFFECTIVE DATES: 07/26/13 to 06/30/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901514 that opened on 06/07/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Exposition Commission, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Patrick Means, CPPB  
patrick.means@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Allocation of Costs	4
Amendment to the Contract Terms and Conditions	3
Contract Award	3
Delivery and Acceptance	3
Evaluation	3
Fixed Price with Wage Adjustments	3
Scope	5
Specifications	5-9
Price Schedule	10
Contractor's Index	11

## SPECIAL CONTRACT TERMS AND CONDITIONS

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**DELIVERY AND ACCEPTANCE:** Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**LOCATION VISIT:** The Office of Procurement Services reserves the right to visit the facility(s) to become familiar with how the Contractor(s) meet the requirements of this bid. The Office of Procurement Services further reserves the right to make unannounced facility visits during normal working hours.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the Estimated Annual Hours of the temporary service laborer position by its Price Per Hour to the State.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder by line item.

**AFFIRMATIVE ACTION PLAN:** All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application.

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

Contractor will indicate, by checking the appropriate box(es) below, the mode of transportation applicable to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased, or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State property to make deliveries or to perform services.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.

**NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:** The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**FIXED-PRICE WITH WAGE ADJUSTMENTS:** No price adjustment will be granted during the first six (6) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition DAS to increase the contract price(s). If approved by DAS, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give DAS a minimum of thirty-(30) calendar days notice prior to the effective date of the increase. The petition must be accompanied by

documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract.

Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

ALLOCATION OF COSTS: The Bidder must submit a percentage breakdown of the various cost factors of their hourly prices below. These figures will be used in consideration of price increases during the term of any contract issued pursuant to this Invitation to Bid. Failure to provide this information may deem your Bid not responsive and further consideration for award may not be given. The percentages provided below must total one hundred percent (100%).

Cost of Wages	Cost of Health Care	Cost of Workers' Compensation	Cost of Unemployment	Cost of Other	Total
66.5%	0%	3%	13.5%	17%	100%

## SPECIFICATION

### I. SCOPE

The purpose of this Invitation to Bid is to obtain a contractor to provide temporary personnel services at the Ohio Expo Center from July 1, 2013 to June 30, 2014 through temporary employment agencies. The purpose of these specifications is to obtain the services of temporary employment agencies capable of supplying qualified temporary personnel as specified herein to the Ohio Exposition Commission. Any award made as a result of this Invitation to Bid shall be approximately two (12) months from date of final signature through June 30, 2014.

Location of Required Services:  
Ohio Expo Center  
717 E 17th Avenue  
Columbus, Ohio 43211

### II. DEFINITIONS

- A. "Qualified Temporary Personnel" shall mean those individuals employed by the Contractor who meet the minimum specifications as indicated herein.
- B. "Using Agency" shall mean the Ohio Exposition Commission the state agency requiring the services described herein.
- C. "Proof of Efficiency" shall mean the results of those tests that provide a measure of ability for individual job duties as specified herein.

### III. GENERAL REQUIREMENTS

- A. Upon notification from the using agency, the Contractor will provide requested temporary personnel within twenty-four (24) hours. If the Contractor is unable to provide a candidate within this timeframe, the using agency may then use another contractor that can more adequately and promptly fill this position.

Any difference in cost that is greater than the Contract price will be paid to the agency by the awarded Contractor until they can either fill the position with their own employee or until they have been removed from the Contract.

The Contractor should make every reasonable attempt to provide a candidate. If there are multiple occurrences where the Contractor is unable to provide a candidate within this timeframe, the Office of Procurement Services may find the Contractor in default.

- B. The using agency will identify to the Contractor the person(s) who are authorized to request temporary personnel. A telephone call from an authorized representative will constitute a request for service.
- C. The using agency reserves the right to interview the candidate upon arrival to determine his/her qualifications for the requested position. Furthermore, the using agency reserves the right to reject/remove any individual that does not meet the requested experience criteria and/or is deficient in performance of the assignment. The rejected/removed temporary must be replaced within twenty-four (24) hours. The using agency will not be responsible to pay for the time the newly assigned temporary service personnel spends or any guaranteed (by the Temporary Service Provider) minimum time spent by the temporary service personnel at the using agency in case of rejection and/or removal. Removal as defined in this requirement only is limited to a maximum of four (4) hours.

#### D. Background Checks

- 1. Using agency reserve the right to request of Contractors background checks and drug testing of potential temporary service personnel, including, but not limited to the following:
  - a. Sheriff's Department background check
  - b. Municipal Police background check
  - c. Bureau of Criminal Investigation background check
  - d. Employee reference check
  - e. National Sex Offender Check

SPECIFICATION (Cont'd.)

2. The using agency will limit their background checks and drug testing requirements to the same requirements as required of their own permanent full-time employees holding the same or similar positions to be filled by the potential temporary service employee. These pre-employment tests will be initiated prior to the potential temporary service personnel's starting date at the using agency. The temporary service provider must notify the using agency as to the investigations and/or testing projected completion date and forward those results to the using agency.
  3. The using agency will not pay for background checks and/or test.
- E. Work schedule will vary and the exact work hours for temporary personnel will be determined by the using agency. The temporary personnel may be needed for all shifts. Temporary personnel will work no more than eight (8) hours per day, excluding lunch, or a total of forty (40) hours per week. (Overtime may be required for the months of July, August and October). Temporary personnel will not be paid for lunch periods and/or overtime unless approved, in advance, by notification of the using agency. Holiday work will not be required.
- F. Overtime requests require an advance notification of the using agency.
- G. Using agency has the right to request from the Contractor evening or night shift work (2nd and/or 3rd shifts); the shift hours range as follows, but may vary per agency:
- 2nd shift - 3:00 p.m. - 11:00 p.m.
- 3rd shift - 11:00 p.m. - 7:00 a.m.
- H. Using agency may request temporary personnel services for evening/night work and weekend work. Working hours may vary depending on the market conditions and or public turn out for this event. Evening/night work, and weekend work will be paid by the using agency at the same rate (i. e.: time and a half, shift differential, etc.) as the corresponding State employee's position would be paid.
- I. Temporary personnel should be available for the entire length of the assignment, however; if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification. Weekends and holidays shall be included as part of the time requirement for notification/replacement requirements.
- J. The using agency reserves the right to reduce the length of the assignment and will provide the Contractor(s) with as much notice as possible.
- K. Upon request, the Contractor(s) will provide assistance, at no additional cost, to the using agency to assist in problem resolution.
- L. Record/Time Keeping
1. Temporary personnel will utilize the timekeeping system in effect at the using agency to document actual hours worked. Additionally, the temporary personnel will complete a weekly time sheet supplied by the awarded Contractor indicating the name of the temporary service employee, dates worked for that week, beginning and ending times, number of straight time hours worked, number of pre-approved (advance, by notification of the using agency) overtime hours worked, evening/night and weekend hours worked, the rate to be paid and the name of the facility where the work is performed. An agency supervisor will sign the time sheets on a weekly basis validating the hours worked by the temporary personnel. Payment will be made for actual hours worked and supported by timekeeping records. The Contractor will attach a copy of the validated time sheet when invoicing the agency.
  2. The time a temporary service employee enters and leaves his work station/area will be counted as actual hours worked and not the time they enter and leave their work facility (building, fair grounds). The signing in and out at a guard station or other area within the facility does not of itself provide documentation for verification of hours worked.
  3. The using agency is required, when overtime (pre-approved) is to be paid, to attach to each temporary service employee's time sheet a copy of the pre-approval notification signed by an authorized representative of the using agency. Any requests for overtime pay not accompanied by a copy of the pre-approval will not be honored by the State.
- M. The Contractor will pay the temporary personnel within five (5) working days after submitting a signed time sheet to the Contractor. Note payment is required to be made within 5 days of the timesheet(s) being submitted. If the contractor requires that the timesheet(s) are submitted on a weekly basis, then payment is required within 5 days of the weekly submission. Furthermore, if the contractor requires that the timesheet(s) are submitted bi-weekly basis (every two weeks) then payment is required within 5 days of the bi-weekly submission (every two weeks).

SPECIFICATION (Cont'd)

- N. The "Minimum Hourly Wage Paid to Temporary Employee" is the minimum hourly wage the Contractor is required to pay the temporary. The Contractor may pay the temporary more than the hourly rate listed, but not less.
- O. The Contractor(s) will be responsible for the temporary personnel's federal and state payroll requirements up to, but not limited to, payroll taxes, payroll reports and Workers' Compensation.
- P. The Contractor(s) will not charge the state of Ohio placement fees if a temporary employee is selected for a full time position with the state of Ohio through the state's selection process.
- Q. The temporary service Contractor will bond employees as directed by the using agency. The fee for this service will be borne by the using agency.
- R. The Contractor will make available to the using agency copies of the tests used to determine the efficiency of those temporary service personnel the Contractor will furnish to the using agencies for the positions contained herein. The state representatives will not copy any of the presented data.
- S. Subcontracting: Only the Contractor will perform the work, and the Contractor will not enter into subcontracts for the work without written approval from the Office of Procurement Services. If subcontracting is permitted, all subcontracts will be at the sole expense of the Contractor. If the State authorizes the use of subcontractors, that fact will be noted in the contract. The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors' for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the work in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted. If the Contractor uses any subcontractors', each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this contract by reference. The agreement must also pass through to the subcontractor all provisions of this contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Should the Contractor fail to pass through any provisions of this contract to one of its subcontractors' and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

IV. TEMPORARY PERSONNEL

These duties are illustrative only. Staff may perform some or all of these duties or other job-related duties as assigned.

Job Duties: Clean and maintain grounds and various buildings at the Ohio Expo Center. Assist Landscape crew as seasonal needs arise (e.g., mow grass, trim, pull weeds, haul trash). Repair and erect snow fences. Remove snow and ice and spread salt on walks and roadways. Sweep, mop, wax, wash walls, wash windows, maintain and supply restrooms and perform other related cleaning duties. Have grounds and buildings cleaned and ready for events. Maintain buildings during event hours. Assist in the set-up, clean up and removal of events. Assist in set-up of chairs, tables, platforms, speaker tables, stages and any other materials requested by Event Coordinators. Set-up, remove and clean various animal pens and stalls. Respond to the needs of the Event Coordinator or Maintenance Worker assigned as maintenance contact person (e.g., make necessary changes to event set-ups when needed, move equipment in and out of buildings as needed).

Major Worker Characteristics: Skill in general maintenance & manual labor procedures & use of associated tools &/or equipment. Ability to carry out simple instructions; follow basic oral instructions; cooperate with co-workers on group projects; physically perform manual labor & lift 100 pounds.

Minimum Qualifications: Formal education in arithmetic that includes addition, subtraction, multiplication & division. In accordance with Section 124.11 (B)(2) of the Revised, the Director of Administrative Services has determined this classification to be unskilled labor class & therefore exempt from written examination.

Unusual Working Conditions:

May be exposed to dirt, dust, fumes & noise; may be exposed to inclement weather. May work weekends &/or flexible hours.

V. INSURANCE

Using agency will be required to obtain an endorsement to their insurance coverage for liability coverage if temporary service employees are to operate state-owned vehicles. Copies of such endorsements must be made available to awarded temporary service providers upon request.

## VI. CONTRACTOR QUALIFICATIONS

- A. The Temporary Service Provider must have been in business in the state of Ohio for a minimum of two (2) years as a corporation, partnership, individual or association that maintains and employs a staff of qualified temporary personnel.
- B. The Temporary Service Provider must be able to provide temporary services for all temporary service positions listed in this invitation to bid. Failure to provide these services will result in the using agency to seek these services from another Contractor. Any difference in cost that is greater than the Contract price will be paid to the agency by the awarded Contractor until they can either fill the position with their own employee or until they have been removed from the Contract.
- C. The Contractor must have the financial support from a financial institution to have the ability to pay its employees within thirty (30) days of service. The Contractor is responsible for paying its employees for the services provided. Waiting for payment from the State within a reasonable amount of time does not warrant a delay in payment to employees.

## VII. REFERENCES

Bidder must provide with their Bid at least three (3) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company.

Upon request from Office of Procurement Services, the Bidder will provide additional references, if needed. Failure to provide references that are able, available and willing to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and further consideration for award may not be given.

## VIII. Banning the Expenditure of Public Funds on Offshore Services.

The Offeror must complete and return with the bid submittal the Contractor/Subcontractor Affirmation and Disclosure form (Attachment One) to abide with Executive Order 2011-12K issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

## IX. BID RESPONSE

The bid response should include the documents listed below, completed in their entirety, as applicable. Should the document(s) not be included with the bid response, the document(s) will be requested during the bid evaluation. Should the document(s) be requested during the evaluation, the bidder will be provided five (5) calendar days to submit the document(s). Failure to provide the documents by the deadline provided may deem the Bidder as not responsive and further consideration for award may not be given.

- A. Signed bid response, in blue ink
- B. Required certification for bidding
- C. Completed Price Schedules
- D. W 9 Form and Vendor Information Form: The Bidder must complete IRS Form W 9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. One (1) original of each form (signed in blue ink). If a subsidiary company and/or subcontractor is involved, the Bidder must have an original W-9 and OBM-5657 for both the parent and subsidiary and/or subcontractor companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
- E. A copy of AAPV (Affirmative Action Program Verification). A copy of the approval letter issued to your company by EOD (Equal Opportunity Division) may be obtained at <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>. If an Affirmative Action Program has not be filed by your company to date or has lapsed, a new application may be filed at <https://ohiobusinessgateway.ohio.gov/OBG/Membership/Security.mvc/Login#MainContainer>.

- F. A copy of a certificate of insurance in accordance with the Supplemental Contract Terms and Conditions, Articles S-12 and S-13.
- G. A copy of the current Certificate of Premium Payment or Certificate of Employer's Right to Pay Compensation Directly, as applicable, issued by the Bureau of Workers' Compensation.
- H. Attachment One – Standard Affirmation and Disclosure Form
- I. Attachment Two – Company Profile Form - provide documentation of all required contractor qualifications as specified in section VI. CONTRACTOR QUALIFICATIONS
- J. Attachment Three – Bidder References

**This list is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this list does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.**

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

Item No.	OAKS ID #	POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM HOURLY WAGE PAID TO TEMP EMPLOYEE	PRICE PER HOUR TO STATE FOR 07/01/2013 to 06/30/2014
1	25142	OEC Laborer	33,250	\$7.85 or current minimum wage	\$12.10

Estimated Ohio Expo Center Temporary Laborer Services Hours by Month

<u>Month</u>	<u>Hours</u>
Jul-13	7,500
Aug-13	6,000
Sep-13	2,500
Oct- 13	7,500
Nov-13	750
Dec-13	750
Jan-14	750
Feb-14	750
Mar-14	750
Apr-14	1,000
May-14	2,000
Jun-14	3,000
<u>Total Est. Annual Hours</u>	<u>33,250</u>

Cost of Wages	Cost of Health Care	Cost of Workers' Compensation	Cost of Unemployment	Cost of Other	Total
66.5 %	0 %	3 %	13.5 %	17 %	100%

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

Minority Business Enterprise (MBE)



168990  
Diversity Search Group, LLC  
4449 Easton Way, 2<sup>nd</sup> Floor.  
Columbus, OH 43219

REMITTANCE ADDRESS:

285 Timber Ridge Drive  
Pikerington, OH 43147

CONTRACTOR'S CONTACT: Bruce Sherald

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: OT901514 – 1 (06/30/14) MBE

DELIVERY: Within 24 Hours

TERMS: Net 30 Days

Telephone: (614) 352-2988  
FAX: (614) 610-9475

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