

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS902312	OPENING DATE (1:00 p.m.) February 22, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC004	BID NOTICE DATE 02/07/2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
TEMPORARY PERSONNEL SERVICES			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>May 1, 2012</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>May 2, 2015</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS , Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to **"Excepted Products"**]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. RS902212, effective May 1, 2012.

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 Contractors 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 each temporary service position by its Cost Per Hour to the State for each year and then add the three (3) year totals together. The contract will be awarded by line item for each district and bidders are eligible to be awarded line items in multiple districts, provided they are the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within. NOTE: Usage figures of 8 in the "Estimated Annual Hours" column will be used to evaluate positions with no reported usage in FY11.

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

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.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

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://www.das.ohio.gov/Eod/AAPV.htm>.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars (number of hours worked/dollars) generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH, 43228-1395, Attn: Elizabeth Lind.

SPECIFICATION

I. SCOPE

The purpose of this Invitation to Bid is to obtain a contractor(s) to provide temporary personnel services to state agencies 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 any requesting using agency in the state of Ohio within the Bid Districts listed herein. The term of any contract issued pursuant to this Invitation to Bid shall be three (3) years, from May 1, 2012 through May 2, 2015.

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 any state department, state agency, state university or state community college 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. The Office of Procurement Services recognizes that there may be times in which a qualified candidate cannot be found within this time period. If the Contractor is unable to provide a candidate within this timeframe, the using agency may request a letter from that Contractor stating the reason why a candidate cannot be located, including the position title. The agency may then request a temporary waiver from the Office of Procurement Services to use another contractor that can more adequately and promptly fill this position.

The Contractor should make every reasonable attempt to provide a candidate. If the Office of Procurement Services receives multiple requests for a waiver of a position in one year, they may find the Contractor in default and provide a permanent waiver during the life of the Contract for those positions.

- 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 agencies 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. Credit check
 - f. Finger printing
 - g. Drug Testing
- 2. Due to the job requirements and environment (i.e. State Highway Patrol and other law enforcement institutions) hiring decisions will be partially based on the results of background checks. Agencies may elect to perform the background checks themselves at direct agency expense.

SPECIFICATION (Cont'd.)

3. State agencies 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.
4. The State (using agency) will pay the actual costs of each background check and/or test. Background checks and tests will not be evaluated as part of the bid, but the rates for same should be completed by the bidder on page 11 of this bid. The temporary service provider must furnish the using agency a copy of their invoice for each background check and/or test in order to be reimbursed. Failure to provide pricing for background checks and/or tests will be considered as no charge for background checks and/or tests to the state of Ohio.
- E. The exact work hours for temporary personnel will be determined by the using agency. Generally, work hours will begin between 7:00 a.m. and 8:30 a.m. and end between 4:00 p.m. and 5:30 p.m., Monday through Friday, excluding state-observed holidays in most instances. Temporary personnel will work no more than eight (8) hours per day, excluding lunch, or a total of forty (40) hours per week. Temporary personnel will not be paid for lunch periods, holidays, and/or overtime (unless approved, in advance, by waiver from the Office of Procurement Services).
- F. Overtime requests require an advance waiver from the Office of Procurement Services.
- G. Using agencies have 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 agencies may request temporary personnel services for holiday; evening/night work and weekend work. Working hours may vary depending on agency, department, and/or section. Holiday, 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 each 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 (by waiver from the Office of Procurement Services) overtime hours worked, number of holiday 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). 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.

SPECIFICATION (Cont'd.)

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 signed by an authorized representative of the Office of Procurement Services. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Due to the proprietary nature of proof of efficiency testing materials the Contractor will make available to the state, during a Contractor site visit, 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 remove or copy any of the presented data.
- R. 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.
- S. Contractors may not share commonly held temporary personnel resource pools. Not adhering to this specification may result in immediate disqualification of the bid submittal or cancellation of any subsequent contract to said bidder.
- T. There may be instances in which the temporary personnel will be required to work in close proximity to inmates or patients. The Contractor must be able to furnish temporary personnel to all types of state agencies, such as correctional facilities, hospitals, etc.

IV. TEMPORARY PERSONNEL

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

- A. A description of each position can be found by clicking this link: [OPEN POSITION DESCRIPTIONS](#)
These descriptions are for reference purposes only and the actual duties may vary.
- B. Any questions regarding these positions should be directed to the Office of Procurement Services.

SPECIFICATION (Cont'd.)

V. INSURANCE

Using agencies 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 service to all areas within the District they are Bidding. Failure to provide these services will result in the using agency being granted a waiver from DAS 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, and waiting for payment from the State within a reasonable amount of time does not warrant a delay.

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 and available 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. 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 seven (7) 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. A copy of a W-9 (Request for Taxpayer Identification and Certification). The form may be obtained from <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>
- B. A copy of a DMA (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization). The form may be obtained from <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>.
- C. 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 from <http://www.publicsafety.ohio.gov/links/HLS0038.pdf>. If an Affirmative Action Program has not been 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>.
- D. A copy of a certificate of insurance in accordance with the Supplemental Contract Terms and Conditions, Articles S-12 and S-13.
- E. 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.

SPECIFICATION (Cont'd.)

- F. Attachment Two – Standard Affirmation and Disclosure Form
- G. Attachment Three – Company Profile Form
- H. Attachment Four – Bidder References
- I. Attachment Five – Bidder Disclosure Statements

YOUR BID:

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

Estimated Annual Hours listed as “8” will be used for the purpose of evaluation when there was no usage for the position in Fiscal Year 2011 or there was no usage information available for the position. Estimated Annual Hours listed from contract usage information available from Fiscal Year 2011 shall not be construed as an indication that the position will require a similar number of hours during the term of any contract awarded pursuant to this Invitation to Bid.

DISTRICT 6-Counties: Marion, Morrow, Union, Delaware, Madison, Franklin, Fayette, Pickaway

POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM WAGE PAID TO TEMP EMPLOYEE	COST PER HOUR TO STATE FOR 05/01/12 – 04/27/13	COST PER HOUR TO STATE FOR 04/28/13 – 04/26/14	COST PER HOUR TO STATE FOR 04/27/14 – 05/02/15
Account Clerk 1	9,341	\$14.21	\$	\$	\$
Account Clerk 2	16,303	\$15.00	\$	\$	\$
Account Clerk 3	9,345	\$16.00	\$	\$	\$
Administrative Assistant	8	\$13.53	\$	\$	\$
Administrative Secretary 1	8	\$15.30	\$	\$	\$
Clerk 1	279	\$10.36	\$	\$	\$
Clerk 2	8	\$12.18	\$	\$	\$
Clerk 3/Specialist	8	\$12.96	\$	\$	\$
Computer Operator 1	8	\$14.25	\$	\$	\$
Computer Operator 2	8	\$15.00	\$	\$	\$
Computer Operator 3	8	\$16.00	\$	\$	\$
Customer Service Assistant 1	3,245	\$14.83	\$	\$	\$
Data Entry Operator 1	8	\$12.89	\$	\$	\$
Data Entry Operator 2	40,292	\$13.94	\$	\$	\$

DISTRICT 6 (Cont'd.)

POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM WAGE PAID TO TEMP EMPLOYEE	COST PER HOUR TO STATE FOR 05/01/12 – 04/27/13	COST PER HOUR TO STATE FOR 04/28/13 – 04/26/14	COST PER HOUR TO STATE FOR 04/27/14 – 05/02/15
Data Entry Operator 3	131	\$14.98	\$	\$	\$
Executive Secretary 1	8	\$17.32	\$	\$	\$
Legal Secretary	8	\$15.50	\$	\$	\$
Mail Clerk/Messenger	2,354	\$12.55	\$	\$	\$
Secretary 1	15,237	\$15.10	\$	\$	\$
Secretary 2	21,518	\$17.58	\$	\$	\$
Secretary 3	27,469	\$20.12	\$	\$	\$
Switchboard Operator	7,390	\$12.17	\$	\$	\$
Word Processing Specialist 1	1,064	\$13.79	\$	\$	\$
Word Processing Specialist 2	1,199	\$14.78	\$	\$	\$

DISTRICT 7-Counties: Mercer, Darke, Auglaize, Shelby, Logan, Champaign, Clark, Montgomery, Miami

Account Clerk 1	8	\$14.21	\$	\$	\$
Account Clerk 2	8	\$15.00	\$	\$	\$
Account Clerk 3	8	\$16.00	\$	\$	\$
Administrative Assistant	8	\$13.53	\$	\$	\$
Administrative Secretary 1	8	\$15.30	\$	\$	\$
Clerk 1	5,755	\$10.36	\$	\$	\$
Clerk 2	7,408	\$12.18	\$	\$	\$
Clerk 3/Specialist	7,551	\$12.96	\$	\$	\$
Computer Operator 1	8	\$14.25	\$	\$	\$
Computer Operator 2	8	\$15.00	\$	\$	\$
Computer Operator 3	8	\$16.00	\$	\$	\$
Customer Service Assistant 1	8	\$14.83	\$	\$	\$

DISTRICT 7 (Cont'd.)

POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	MINIMUM WAGE PAID TO TEMP EMPLOYEE	COST PER HOUR TO STATE FOR 05/01/12 – 04/27/13	COST PER HOUR TO STATE FOR 04/28/13 – 04/26/14	COST PER HOUR TO STATE FOR 04/27/14 – 05/02/15
Data Entry Operator 1	8	\$12.89	\$	\$	\$
Data Entry Operator 2	8	\$13.94	\$	\$	\$
Data Entry Operator 3	8	\$14.98	\$	\$	\$
Executive Secretary 1	8	\$17.32	\$	\$	\$
Legal Secretary	8	\$15.50	\$	\$	\$
Mail Clerk/Messenger	8	\$12.55	\$	\$	\$
Secretary 1	8	\$15.10	\$	\$	\$
Secretary 2	8	\$17.58	\$	\$	\$
Secretary 3	8	\$20.12	\$	\$	\$
Switchboard Operator	8	\$12.17	\$	\$	\$
Word Processing Specialist 1	8	\$13.79	\$	\$	\$
Word Processing Specialist 2	8	\$14.78	\$	\$	\$

BACKGROUND INVESTIGATION AND DRUG TEST COSTS: The cost for the investigations and tests listed below will not be evaluated as part of this bid. Failure to provide pricing for the investigations and tests listed below will be considered as no charge to the state of Ohio for investigations and tests.

Specify the Bid District(s) for which the cost of the investigation/test is applicable. If Bid Districts are not indicated below by the bidder, the rates offered will be used for all Bid Districts for which the Bidder receives an award.

Description	Cost Per Each Investigation/Test
Sheriff's Department Background Check	\$
Municipal Police Background Check	\$
Bureau of Criminal Investigation Check	\$
Employee Reference Check	\$
Credit Check	\$
Finger Printing	\$
Drug Testing	\$

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
%	%	%	%	%	100%

EXAMPLE:

Cost of Wages	Cost of Health Care	Cost of Workers' Compensation	Cost of Unemployment	Cost of Other	Total
25%	25%	15%	25%	Educational Training 10%	100%

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.

ATTACHMENT ONE: BID/SERVICE DISTRICTS



ATTACHMENT TWO: STANDARD AFFIRMATION AND DISCLOSURE FORM

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

ATTACHMENT THREE: COMPANY PROFILE FORM

Company Legal Name	Physical Address	
Telephone Number	Email Address	Fax Number
Home Office Location	Date Established	Ownership
Firm Leadership	Number of Employees	Number of Employees Directly involved in Tasks Directly Related to the Work Specified Herein
Additional Background Information:		

ATTACHMENT FOUR: BIDDER REFERENCES

A minimum of three(3) professional reference who have received services from the bidder in the past two (2) years, as specified in herein.

Company Name:		Contact Name:	
Address:		Telephone Number:	
		Email Address:	
Contract Name:		Beginning Date of Contract: (Month/Year)	Ending Date of Contract: (Month/Year)
Description of term contract/temporary personnel services provided.			

ATTACHMENT FIVE: BIDDER DISCLOSURE STATEMENTS

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

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.