

Supplier Response Form



State of Utah Request for Proposal State Cooperative Contract

Legal Company Name (include d/b/a if applicable) Advantage Services, Inc. (Formerly Valley :		Federal Tax Identification Number 87-0503440	State of Utah Sales Tax ID Number 11880587-002 STC	
Ordering Address 513 West 800 South		City Salt Lake City	State Utah	Zip Code 84101
Remittance Address (if different from ordering address)		City	State	Zip Code
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person		
Telephone Number (include area code) 385 528-1130	Fax Number (include area code) 385 528-1127	Email Address rob@asofutah.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) N/A		
Brand/Trade Name Advantage Services		Price Guarantee Period (see attached specifications for any required minimums) N/A		
Minimum Order N/A		Company's Internet Web Address www.ASofUtah.com		

Offeror's Authorized Representative's Signature Robert G. Ferris	Print or type name and title Robert G. Ferris, CEO	Date 3/15/2015
State of Utah Division of Purchasing Approval Kent Beers, Director	Date 5/21/15	Contract Number

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";



## RFP RESPONSE

5/5/2015

### AdvantageServices

Advantage Services

513 West 800 South

Salt Lake City, UT 84101

801 965-8145 Office

801 965-8218 FAX

[www.ASofUtah.com](http://www.ASofUtah.com)

#### 1. RFP FORM

Completed and signed

#### 2. EXECUTIVE SUMMARY

Advantage Services a non-profit company with 22 years' experience working with people with disabilities or who have other barriers and disadvantages that have kept them out of the workforce. Advantage Services has a long history of collaboration with government and community partners to expand and enhance our social mission.

**Mission statement:** To enhance recovery and independence for people with mental health and other life challenges by providing employment through viable businesses delivering exceptional customer service.

**Vision:** Advantage Services will operate an economically viable businesses, providing opportunities for competitive career employment to employees with mental disabilities and to those who have other barriers to employment by developing jobs in the community and by providing work accommodations, thereby assisting employees in attaining greater levels of self-sufficiency.

**Our pledge to our customers, employees and environment:** Advantage Services, Inc. is a triple bottom line company (Social, Financial, and Environmental). Advantage Services pledge to train and work with people with barriers to employment while providing a quality service to our customers to maintain a financially sound company. Additionally, Advantage Services, Inc. strives to reduce its corporate footprint in the environment by using recycled and green products.

Advantage Services has been a state set-aside contractor (vendor # 09910A, Contract # MA203) with the State Purchasing Board for "Temporary Employment Services" since 2011. As a vendor and CRP with Utah Works Advantage Services have provided employment opportunities to over 400 people with barriers. Placing the as temporary employees for many State agencies and other companies who buy into the state contract. Our customers have continued to utilize our services and there have been no complaints filed against our company. Many agencies and companies have expressed praise for our services and appreciate the support Advantage Services provide to both our employees and to their companies.

Our pricing is below market value and our customer services is exceptional. Advantage Services strive to be a conduit between our employees and our customers and encourage them to hire our employee at any time with no additional fees. As a result Advantage Services have seen many of our employees hired directly by our customers. Furthermore those same customers have come back to us when they have new positions filled or need seasonal workers.

Advantage Services provides employees with many different skill sets from general labor positions such as custodial, landscaping, warehouse and clerical, to more skilled trades such as CDL drivers, carpenters, masons and office administration positions.

### 3. PROTECTED INFORMATION

There is no protected information presented in this RFP and is allowed to be shared through GRAMA requests.

### 4. POTENTIAL CONFLICTS OF INTEREST

There are no conflicts of interest that Advantage Services foresee during the course of the contract

### 5. EXCEPTIONS AND ADDITIONS TO THE STANDARD TERMS AND CONDITIONS

None

### 6. MANDATORY REQUIREMENTS

Advantage Services agrees to comply with all mandatory requirements listed in section 2.2 labeled "MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS" on pages 26-30 a detailed response for each question is answered in the next section. Except for question 15 on page 28 which is answered below:

Question 15. The Vendor(s) shall be required to provide qualified temporary staffing for all job categories listed below for the entire state of Utah at the agreed upon contract percentage:

Advantage Services currently provides qualified temporary staffing for all job categories listed below for the entire state of Utah at the currently agreed upon contract rate:

- a. Clerical Office Support:
  - i. No requirement for computer or keyboard skills: \$11.30/hr.
  - ii. Computer and keyboard skills required \$13.56/hr.
  - iii. Advanced Office skills \$17.07/hr.
- b. Fiscal, \$17.07/hr.
- c. Light Industrial, \$11.30/hr.
- d. Heavy Industrial, \$13.56/hr.
- e. Skilled Trades, \$17.07/hr.
- f. Drivers and Heavy Equipment Operators, \$17.07/hr.
- g. Medical Office Support, \$13.56/hr.

### 7. DETAILED TECHNICAL RESPONSE

1. Advantage Services will provide qualified temporary staff for all categories listed in the RFP. As a current State Set-Aside "Temporary Employee Services" contractor Advantage Services works with many state agencies and community partners, to provide employment opportunities for people who are qualified but may have a barrier to employment. Advantage Services provides job coaches/mentors and training to ensure the customer is satisfied with our employees. Over the past three years as a state contractor we have not received any complaints from our customers that we were not able to respond to, resolve and maintain those contracts.
2. Advantage Services will pre-screen all employees to ensure they are qualified for the assignment.

3. Advantage Services has over 22 years' experience in providing temporary staff in all general labor, office and skilled labor fields. We have over 3 years' experience as a current "Temporary Employee Services" contractor with the State of Utah.
4. Advantage Services has in place a current reporting system to track current state contracts which include:
  - a. Completed and signed unique labor requests for each client.
  - b. Invoicing system with the ability to provide cost tracking reports.
  - c. Timesheets for verification of billed hours (attached with all invoices)
  - d. Dedicated support staff to provide information requested by the client.
5. Advantage Services provides employee orientation of companies "Policies and Procedures", conducts in-house and on the job training as well as provides mentors and job coaches to our employees to ensure they understand their duties. Advantage Services also provides all required annual training in OSHA Safety, Sexual Harassment, and any other individual specialty training or certification required by client such as First Aid/CPR, MANDT, etc.
6. Advantage Services requires a 5 panel drug test performed by ICH WorkMed and a Utah State Criminal Background Check from the Utah Department of Safety for all employees assigned to any of our state "Temporary Employment Services" contracts as well as for any other customer who requires it, at no cost to the customer. Documentation is maintained in employee records and if provided to client upon request.
7. All employee assigned to our contracts are employees of Advantage Services. As such, all payroll, HR functions, Workers Compensation Insurance, Unemployment Insurance and required disciplinary actions are performed by Advantage Services.
8. Advantage Services does not discriminate against people with disabilities nor, age, gender, religion, or orientation. Advantage Services also complies with all state and federal tax withholding requirements.
9. Advantage Services is in compliance with the ACA and offers benefits to those employees who qualify for them.
10. Advantage Services agrees to indemnify the client in any litigation involving our employees, and Advantage Services agree to protect, indemnify, defend, and hold harmless the State of Utah, and its officers, agents, employees and volunteers (hereinafter the "State"), from any and all claims arising from the conduct, management or performance of this contract including, but not limited to, any and all claims arising from any act or negligence of the vendor, or any of its agents, servants or employees or arising from any act, accident, injury or damage whatsoever caused to any person, firm or corporation. This indemnification shall not be diminished by a claim that some act or negligence of the state contributed in part to the loss or damage indemnified against.
11. Advantage Services does not use a subcontractor or secondary staffing service.
12. Advantage Services agrees to release employees to employment with the client, after ninety (90) calendar days of placement, in all categories, at no additional cost.

13. Advantage Services will bill clients separately, using a unique customer ID's for each agency, department or company. Billing will include a copy of the signed labor request from the client, an individual and unique Invoice number and copies of the signed timesheets that the client approved on a weekly basis for each temporary employee sent to their jobsite.
14. Advantage will maintain a minimum insurance requirement set forth by the State of Utah. Advantage Services is a current contractor the State of Utah and a copy of a current "Certificate of Liability" is on file with the State Purchasing Agent.
15. Advantage Services minimum billing for clients are:
  - a. Two (2) hours minimum if the employee shows up and the job is cancelled.
  - b. Two (2) hours minimum if the employee is already working and is released without cause.
16. Advantage Services will provide a 24 hour contact emergency phone number for:
  - a. Notification for failure to report and request of replacement.
  - b. Permanent release for cause from 24 hour facilities.
17. Advantage services requires I-9 verification and E-verify on all employees and keeps copies of such in employee files. Copies of I-9s and E-verify will be provided to client upon request.



Robert Ferris, CEO  
Advantage Services, Inc.  
Formerly Valley Services, Inc.



## TECHNICAL RESPONSE

5/5/2015

### **AdvantageServices** **VENDOR'S HIRING POLICIES, REQUIREMENTS AND PROCEDURE**

513 West 800 South  
Salt Lake City, UT 84101  
801 965-8145 Office  
801 965-8218 FAX  
[www.ASofUtah.com](http://www.ASofUtah.com)

Advantage Services, Inc. (Formerly Valley Services, Inc.) is a 22 year old non-profit social enterprise employing people with barriers to employment. 82% of our employees have some sort of disability or disadvantage. We prescreen all of our employees and provide training, mentoring and onsite job coaching to ensure that our customers have qualified employees. We currently hold a state "set aside" purchasing contract (State Contract # MA203) for Temporary Employment Services and we perform state background checks and drug screening for all of our state customers, as well as, any other customer who requires them.

#### **DRUG SCREENING / BACKGROUND CHECKS**

All state contract employees are required to be drug tested by IHC WorkMed with a 5 panel test and background checks are performed by the Utah Department of Public Safety prior to being placed on any of our state contracts. Advantage Services also performs random UA's on all of its employees and whenever a documented situation arises where sobriety on the job is in question.

#### **VENDOR RATE DETERMINATION EXPLANATION**

Because of our mission statement to employ people with barriers our goal is to employ and find better employment for the clients/employees we work with. Advantage Services provides pricing based on:

- Actual cost of wages paid
- 30% for:
  - Unemployment insurance
  - Worker compensation insurance
  - FICA
- 15% for administration costs
- 10% for higher risk jobs due to high Workers Comp premiums

Little or no profit is built into the contract so that our pricing is lower than the cost of a regular employee to our customers with the added benefit of no HR costs to the companies we provide staffing for. Another area that makes us attractive to our customers is we do not charge differential charges. A good example is our state contract with Salt Lake Community College. We have provided them with approximately 36 graveyard custodians for the past three years with no additional cost for the graveyard shift.

## **SUB-CONTRACTOR AND/OR SECONDARY STAFFING SERVICE COMPLIANCE**

Advantage Services does not use sub-contractors or secondary staffing services.

## **DEMONSTRATED CAPABILITY OF OFFEROR TO PERFORM SERVICES, INCLUDING PAST PERFORMANCE OF THESE SERVICES**

As a state contractor for the past three years we have had many different agencies who buy into the state contract who have used our services. Such as Salt Lake Community College, the IRS, Jordan School District, State Business Enterprise Program, State Archives and the City of Salt Lake

Fred Martinez  
Salt Lake Community College  
Custodial Supervisor  
Fred.martinez@slcc.edu

Ivanna Taylor  
Valley Behavioral Health  
Property Manager  
Ivannat@vmh.com

Art Valente  
City of Salt Lake (Sanitation Dept.)  
Department Manager  
Art.valente@slcgov.com



Robert Ferris, CEO  
Advantage Services, Inc.  
Formerly Valley Services, Inc.

**NS15026 Temporary Employment Services  
ATTACHMENT B  
COST PROPOSAL**

**Instructions:**

Enter your firm's name and address, and the representative name with the authority to offer cost information on behalf of the firm. The resulting contract will be based on a percentage mark-up of the pay rate. As an example, if employee is paid \$10 per hour, vendor(s) add percent markup (e.g. 20%); state agency will be billed \$12 per hour for temporary employee. Offeror's are required to enter a percentage mark-up for each job category listed below.  
 Additional Services: Refer to section 2.2 15, H for instructions.  
 Offeror's shall enter the Additional Screening Fees to be charged to the end user for drug and/or background screening. Additional Screening Services Fees are not included in the cost evaluation.  
 Refer to section 2.2 item 6 of the RFP document for mandatory minimum screening requirements that are no charge to the end user.  
 Any deviation from this format may result in disqualification of proposal

<b>Firm's Name</b>	Advantage Services, Inc (former Valley Services)
<b>Firm's Street Address</b>	513 West 800 South
<b>Firm's City, State, Zip Code</b>	Salt Lake City, Utah 84101
<b>Firm's Authorized Representative</b>	Robert Ferris
<b>Representative Phone</b>	385 528-1130
<b>Representative E-Mail</b>	rob@ASofUtah.com

**JOB CATEGORIES**

**MARK-UP PERCENTAGE**

<b>1 Clerical Office Support:</b>	
<b>a. No requirement for computer or keyboard skills:</b>	45.00%
Tasks such as answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files, telephone calls, and other basic resources; making appointments; operating office equipment, i.e., copying machines, fax machines; and helping the public over counters.	
<b>b. Computer and Keyboard skills required:</b>	45.00%
Tasks such as data entry and retrieval; utilization of database or spreadsheet; word processing, etc.	
<b>c. Advanced Office skills:</b>	45.00%
Tasks in addition to those listed above include minute taking, transcribing, and composition of letters.	
<b>2 Financial/Accounting Skills:</b>	
<b>a. General Financial/Accounting:</b>	45.00%
Tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; other related technician level tasks.	
<b>b. Advanced Financial/Accounting skills:</b>	45.00%
In addition to the skills listed above, generates and reconciles accounting reports; performs accounting functions utilizing spreadsheets; reviews fiscal transactions.	
<b>3 Light Industrial</b>	55.00%
<b>4 Heavy Industry</b>	45.00%
<b>5 Skilled Trades</b>	45.00%
<b>6 Drivers and Heavy Equipment Operators</b>	45.00%
<b>7 Medical Office Support</b>	45.00%
<b>Average Percent Mark-up</b>	46.00%

**ADDITIONAL SERVICES**

**MARK-UP PERCENTAGE**

<b>1</b> Enter Service Job Category	
Enter Service Description	
<b>2</b> Enter Service Job Category	
Enter Service Description	
<b>3</b> Enter Service Job Category	
Enter Service Description	

**ADDITIONAL DRUG SCREENING SERVICES**

**FEE PER TEST**

<b>1</b> 7-Panel Drug Screening	\$27.00
<b>2</b> 10-Panel Drug Screening	\$30.00
<b>3</b> 12-Panel Drug Screening	\$45.00

**ADDITIONAL BACKGROUND SCREENING SERVICES**

**FEE PER TEST**

<b>1</b> County Criminal Records	
<b>2</b> State Criminal Records	\$15.00
<b>3</b> National Criminal Records	\$30.00
<b>4</b> Federal Criminal Records	
<b>5</b> Sex Offender Registry Search	
<b>6</b> Federal Bankruptcy Records	
<b>7</b> Civil Upper and Lower Courts	
<b>8</b> International	
<b>9</b> Retail Theft Database	

# Labor Services Request Form

**Advantage Services, Inc**  
 State of Utah Vender # 09910A  
 Contract No# MA203

**Check Labor Classification being used:**

- 1. Clerical Office Support:
  - No requirement for computer/keyboard skills: \$11.30/hr
  - Computer and keyboard skills required: \$13.56/hr
  - Advanced office skills: \$17.07/hr
- 2. General Fiscal Skills: \$17.07/hr
- 3. Light Industrial \$11.30/hr
- 4. Heavy Industry \$13.56/hr
- 5. Skilled Trades \$17.07/hr
- 6. Drivers and Heavy Equipment Operators \$17.07/hr
- 7. Medical Office support placement \$13.56/hr
- 8. Additional Services \$11.30/hr

**Labor Service Request:**

Start Date	Start Time	Estimated Finish Time or Until Finished	Number of Employees Requested	Worksite Address	Event Name

**Summary of Job duties to be performed:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Company/Dept Requesting Service and Billing Address:** \_\_\_\_\_

**Employee Pay Rate (Set by contract Exhibit BMA203 10/16/2012):** \_\_\_\_\_

By: \_\_\_\_\_  
 Signature of Dept Manager/Supervisor

By:   
 Signature Contractor Manager/Supervisor

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

\_\_\_\_\_  
 Rob Ferris  
 Printed Name

\_\_\_\_\_  
 Date of Request

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone/FAX

\_\_\_\_\_  
 385 528-1130/385 528-1127  
 Phone/FAX

MAY 24 15



# State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <b>Valley Services, Inc.</b>		Federal Tax Identification Number <b>87-0503440</b>	State of Utah Tax ID Number <b>Y74186</b> <b>11880587-0025TC</b>	
Ordering Address <b>3685 West 6200 South</b>		City <b>Salt Lake City</b>	State <b>UT</b>	Zip Code <b>84129</b>
Remittance Address (if different from ordering address) <b>Same</b>		City <b>Same</b>	State <b>Same</b>	Zip Code <b>Same</b>
Type: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <b>Jeremy Christensen</b>		
Telephone Number (include area code) <b>801-965-8145</b>	Fax Number (include area code) <b>801-965-8218</b>	Email Address <b>jeremyc@vmh.com</b>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>N/A</b>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>N/A</b>		
Brand/Trade Name <b>Valley Services</b>		Price Guarantee Period (see attached specifications for any required minimums) <b>N/A</b>		
Minimum Order <b>N/A</b>		Company's Internet Web Address <b>www.valley-services.org</b>		
Offeror's Authorized Representative's Signature 	Print or type name and title <b>Jeremy Christensen, CEO</b>	Date <b>2/8/2012</b>		
State of Utah Division of Purchasing Approval  <b>Kent Beers, Director</b>	Date <b>2/10/12</b>	Contract Number		

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.



Revision number:

Purchasing Agent: Nikki Sanchez  
Phone #: (801) 538-3342  
Email: [nsanchez@utah.gov](mailto:nsanchez@utah.gov)

**Item: TEMPORARY EMPLOYMENT SERVICES**

Vendor:09910A

Valley Services Inc  
3685 West 6200 South  
Salt Lake City, UT 84129

Internet Homepage:

[www.valley-services.org](http://www.valley-services.org)

General Contact:  
Telephone:  
Fax number:  
Email:

Jeremy Christensen  
(801) 965-8145  
(801) 965-8218  
[jeremyc@vmh.com](mailto:jeremyc@vmh.com)

Reporting Type:  
Brand/trade name:

Service  
N/A

Price:  
Terms:  
Effective dates:  
Potential renewal options remaining:  
Days required for delivery:  
Price guarantee period:  
Freight:  
Minimum order:  
Min shipment without charges:  
Other conditions:

See attached  
Net 30  
02/01/12 through 11/24/2012  
None  
N/A  
N/A  
N/A  
N/A  
N/A

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This is a new Contract.

BID NO:

This is a multiple award contract. Please see MA1822, MA1090, MA2040, MA2041 MA2042, and MA2043 for the lowest markup in each category of employee.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.



## Pricing Sheet

### 1. Clerical Office Support:

- a. **No requirement for computer or keyboard skills: \$ 11.25**  
Tasks such as answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, i.e., copying machines, fax machines; and helping the public over counters.
- b. **Computer and keyboard skills required: \$13.50**  
Tasks such as data entry and retrieval; utilization of data base or spread sheets; word processing, etc.
- c. **Advanced office skills: \$17.00**  
Tasks in addition to those listed above include minute taking and transcribing and composition of letters.

### 2. Fiscal Skills:

- a. **General Fiscal: \$17.00**  
Task such as general bookkeeping; posting of data; verifying numbers; processing vouchers; and other related technician level tasks.
- b. **Advanced fiscal skills: N/A**  
Addition to the skills listed above, generates and reconciles accounting reports, performs accounting functions utilizing spread sheets and reviews fiscal transactions.

3. **Light Industrial \$11.25**
4. **Heavy Industry \$13.50**
5. **Skilled Trades \$17.00**
6. **Drivers and Heavy Equipment Operators \$17.00**
7. **Medical Office support placement N/A**
8. **Additional Services N/A**



**The Vendor agrees to release employees to employment with client, after 90 days of placement, at no additional cost.**

**FINET COMMODITY CODE(S):**

96403000000- ACCOUNTING, AUDITING, BOOKKEEPING PERSONNEL

96435000000- ELECTRICIANS

96450000000- GROUNDSKEEPERS

96455000000- INDUSTRIAL WORKERS

96459000000- LABORERS (COMMON LABOR)

96471000000- PLUMBERS

96478000000- SECRETARIAL AND CLERICAL PERSONNEL (INCLUDING COURT REPORTERS AND WORD PROCESSING OPERATORS

00000 – GENERIC COMMODITY CODE

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**REVISION HISTORY:**

All other terms and conditions in the original contract remain the same.  
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**



10-15-2012

Contractor's Signature

Date



10/15/12

Kent Beers, Director  
State of Utah Division of Purchasing

Date

Jeremy Christensen

Contractor's Name (Print)

CEO

Title (Print)

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Nikki Sanchez	(801) 538-3342	nsanchez@utah.gov	(801) 538-3882	MA203

10/27/2008



Revision number: 1

Purchasing Agent: Nikki Sanchez

Phone #: (801) 538-3342

Email: [nsanchez@utah.gov](mailto:nsanchez@utah.gov)

**Item: TEMPORARY EMPLOYMENT SERVICES**

Vendor:09910A

Valley Services Inc

3685 West 6200 South

Salt Lake City, UT 84129

Internet Homepage:

[www.valley-services.org](http://www.valley-services.org)

General Contact:

Jeremy Christensen

Telephone:

(801) 965-8145

Fax number:

(801) 965-8218

Email:

[jeremyc@vmh.com](mailto:jeremyc@vmh.com)

Reporting Type:

Service

Brand/trade name:

N/A

Price:

See attached

Terms:

Net 30

Effective dates:

02/01/12 through 11/24/2014

Potential renewal options remaining:

Days required for delivery:

N/A

Price guarantee period:

N/A

Freight:

Minimum order:

N/A

Min shipment without charges:

N/A

Other conditions:

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Please note Contract has been extended through 11/24/14.

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BID NO:

This is a multiple award contract. Please see MA1822, MA1090, MA2040, MA2041 MA2042, and MA2043 for the lowest markup in each category of employee.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a PRC in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.



## Price Sheet

### Statewide Contract for Temporary Services

#### DETAILED SCOPE OF WORK

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

1. Clerical Office Support:

*No Requirement for computer or keyboard skills: \$11.30*

*Computer and keyboard skills required: \$13.56*

*Advanced Office Skills: \$17.07*

Shall have a general office knowledge, as well as knowledge of alpha and numeric filing systems. Tasks shall include but not be limited to: answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, (i.e., copying machines, fax machines); and helping the public over counters. Shall also include tasks such as data entry and retrieval; utilization of data base or spread sheets; word processing; minute taking and transcribing; and composition of letters.

2. Fiscal:

*General Fiscal: \$17:07*

*Advanced Fiscal Skills: N/A*

Will perform tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; and other related technician level tasks. Additionally shall be required generate and reconcile accounting reports; perform accounting functions utilizing spreadsheets; and review fiscal transactions.

These individuals shall be skilled in operating a 10-key adding machine or calculator with speed and accuracy. Shall have a basic knowledge of general accounting and basic accounting principles, including A/R and A/P and common software programs. Shall be required at times to control books through quarterly reports, trial balance and basic statements and shall consolidate worksheets, perform account analysis and prepare financial statements.

3. Light Industrial: \$11.30

Shall perform a variety of general labor jobs such as material handling, loading/unloading trucks, custodial, maintenance, warehousing, shipping/receiving, stock clerk and assembler. Light industrial associates shall not be authorized to use



any power equipment, including nail guns and saws. These positions shall require the use of safety equipment, such as hardhat, safety glasses, hard sole shoes, etc. Light industrial associates shall be capable of lifting up to 25 pounds unassisted, and up to 50 pounds assisted by another associate or hand truck. Shall include: janitorial, shipping, inventory, etc. Tasks shall include but not be limited to, light general labor for buildings and grounds; operation of delivery van; house keeping and related; snow removal and lawn care, warehousing and general labor.

4. **Heavy Industrial: \$13.56**

Shall include heavy manual labor within a warehouse setting, construction, building maintenance, or other higher risk activities. Shall involve heavy assembly and driving. Performs a variety of higher skilled labor jobs in a high-risk work environment including power equipment operation. Shall require the use of safety equipment, i.e., hardhat, safety glasses, hard sole shoes, dust mask etc. Heavy industrial candidates shall be capable of lifting up to 50 pounds unassisted and more than 50 pounds with assistance.

5. **Skilled Trades: \$17:07**

Skill Staff shall include the following skilled personnel types, but not be limited to those listed: brick layers, carpenters, concrete workers, drywallers, electricians, heating/air conditioning technicians, pipe fitters, machinists, millwrights, welders, laborers and more. Shall also include general trade and craft such as painting, plumbing, electrical, mechanical, flagging services, etc.; operation of industrial equipment, including heavy equipment, which may require specialized licenses and/or bonding.

6. **Drivers and Heavy Equipment Operators: \$17:07**

Shall include but not limited to: local drivers, certified forklift operators, commercial drivers transport and heavy equipment industrial laborers. Each driver or heavy equipment operator shall have all proper licensing before being temporary placed as an employee. Each temporary employee shall be screened by the Contractor to make sure all necessary licensing is fulfilled, and Contractor shall maintain the driving qualification on file in accordance with FMCSA regulations, which include the employee physical, annual reviews and license dates, thru the employee contract.

7. **Medical Placements (this includes nurse, dental assistance, etc.): \$13.56**

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

8. **Additional Services: \$11.30**

If you have additional categories to offer, please list them with a brief description. The state may or may not decide to add these to any contract written as a result of this IFB. The evaluation of the proposals will include only the categories listed above.



**Minimum Billing Information - Two hour minimum should an employee be ordered if they show up and the job is canceled or if they are already working.**

**The Vendor agrees to release employees to employment with client, after 90 days of placement, at no additional cost.**

**FINET COMMODITY CODE(S):**

96403000000- ACCOUNTING, AUDITING, BOOKKEEPING PERSONNEL

96435000000- ELECTRICIANS

96450000000- GROUNDSKEEPERS

96455000000- INDUSTRIAL WORKERS

96459000000- LABORERS (COMMON LABOR)

96471000000- PLUMBERS

96478000000- SECRETARIAL AND CLERICAL PERSONNEL (INCLUDING COURT REPORTERS AND WORD PROCESSING OPERATORS

00000 – GENERIC COMMODITY CODE

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**REVISION HISTORY:**



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 1

CONTRACT # MA203

Original Starting Date:02/01/12

Expiration Date:11/24/12

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

### VALLEY SERVICES INC

(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 11/24/14

Effective Date of Amendment:11/24/12

Potential Renewal Options Remaining:

None

The contract is amended to:

**Extend for two years, and change in the descriptions.**

**REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to .4% of the net sales (net of any returns, credits, or adjustments) under this Contract for the period. If this fee is being added during a Contract renewal, the Contractors pricing to the State may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
January 1	March 31
April 1	June 30
July 1	September 30
October 1	December 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address [salesreports@utah.gov](mailto:salesreports@utah.gov).

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Jeremy Christensen	801-965-8145	jeremyc@vmh.com
Sales Contact	Robert Ferris	801-631-4809	rob@myccep.com
Quarterly Report Contact	Wells McDonald	801-965-8145	wellsm@vmh.com



# STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 2

CONTRACT # MA203

Original Starting Date: 11/25/09

Expiration Date: 11/24/14

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

**VALLEY SERVICES INC**  
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 05/24/15

Effective Date of Amendment: 11/24/14

Potential Renewal Options Remaining:

The contract is amended to: **Work on the solicitation for rebid.**

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Wells McDonald	801-965-8145	Wells@ASoEUtah.com
Sales Contact	Robert Ferris	801-965-8145	Rob_Ferris@DUNO.COM
Quarterly Report Contact	Wells McDonald	801-965-8145	Wells@ASoEUtah.com

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

*[Signature]* 10-9-14  
Contractor's Signature Date

Kent Beers, Director Date  
State of Utah Division of Purchasing

Wells McDonald  
Contractor's Name (Print)

COO  
Title (Print)

Purchasing Agent	Phone #	e-mail	Fax #	Contract #
Nikki Sanchez	(801) 538-3342	nsanchez@utah.gov	(801) 538-3882	MA203

10/27/2008

**Bid #NS15026 - Temporary Employment Services State Best Value Cooperative Contract**Creation Date **Mar 2, 2015**End Date **Mar 23, 2015 2:00:00 PM MDT**Start Date **Mar 2, 2015 2:16:01 PM MST**Awarded Date **May 19, 2015**

NS15026--01-01 Temporary Employment Services State Best Value Cooperative Contract					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
US Tech Solutions, Inc.	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> US Tech Solutions, Inc. (USTECH) is pleased to respond to this solicitation # NS15026 for State of Utah (State) Best Value Cooperative Contract for Temporary Employment Services. USTECH is an industry-leading, global firm providing a wide range of talent and total workforce solutions to mid-market and enterprise clients, including more than 70 of the Fortune 150. USTECH was incorporated in 2000 and has over 14 years of expertise of providing staff augmentation services with high customer satisfaction.			
Amtec Human Capital [Ad]	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Attached is Amtec's response, cost proposal and attachment C for your RFP. If awarded looking forward to working with the state of Utah.			
Elwood Staffing Services, Inc.	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Elwood Staffing has uploaded four (4) documents: State of Utah Bid NS15026 response (Word doc); Attachment B, Cost Proposal; Attachment C, Interactive Score Sheet (firm name only completed); and Standard Terms and Conditions for Services_Elwood redlined_03.23.15 (Word document).			
Manpower	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Aita Consulting Services [Ad]	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> AITACS OFFER <b>Supplier Notes:</b>			
InGenesis, Inc.	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
22nd Century Staffing, Inc.	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Intermountain Staffing	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Quest staffing Services	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Strategic Staffing	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Remedy Intelligent Staffing	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Beatty's Services, Inc. [Ad]	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Express Employment Professionals [Ad]	First Offer -	1 / contract		Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

## Supplier Totals

<b>Intermountain Staffing</b>		<b>\$0.00</b>
Bid Contact	<b>Marci Peterson</b> mpeterson@intermtn.com Ph 435-830-2031	Address <b>450 east 1000 North</b> North Salt Lake City, UT 84054
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Elwood Staffing Services, Inc.</b>		<b>\$0.00</b>
Bid Contact	<b>Leanna Tolman</b> leanna.tolman@elwoodstaffing.com Ph 801-386-6170 Fax 801-924-0399	Address <b>4111 Central Avenue</b> Columbus, IN 47203
Bid Notes	<b>Thank you for inviting Elwood Staffing to participate in this bid process. If you have questions about our response please contact Dave Stryker directly (801.971.1911).</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Thank you for inviting Elwood Staffing to participate in this bid process. If you have questions about our response please contact Dave Stryker directly (801.971.1911).	
<b>US Tech Solutions, Inc.</b>		<b>\$0.00</b>
Bid Contact	<b>bill thomas</b> rfp@ustechsolutions.com Ph 201-524-9600 Fax 201-524-9601	Address <b>10 Exchange Place</b> Suite # 1820 Jersey City, NJ 07302
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Aita Consutling Services [Ad]</b>		<b>\$0.00</b>
Bid Contact	<b>Peter aswath</b> aswath.p@aitacs.com Ph 732-658-4359	Address <b>4-04 town center drive</b> north brunswick, NJ 08902
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Express Employment Professionals [Ad]</b>		<b>\$0.00</b>
Bid Contact	<b>Leslie Hackett</b> leslie.hackett@expresspros.com Ph 801-255-1441 Fax 801-255-1488	Address <b>6243 S. Redwood Rd</b> Suite 120 Taylorsville, UT 84123
Supplier Code	105184	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Amtec Human Captial [Ad]</b>		<b>\$0.00</b>
Bid Contact	<b>Jay Ramos</b> JRamos@amtechc.com Ph 714-784-4580	Address <b>2749 Saturn St</b> Brea, CA 92821
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Manpower</b>		<b>\$0.00</b>
Bid Contact	<b>Matt Gibb</b> matt.gibb@manpower.com Ph 801-262-9466	Address <b>9669 South State Street</b> Sandy, UT 84070
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Strategic Staffing</b>		<b>\$0.00</b>
Bid Contact	<b>Anthony Bennett</b> anthony.bennett@bbsihq.com Ph 801-994-9494	Address <b>3761 S. 700 E</b> Suite 200 Salt Lake City, UT 84106
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>22nd Century Staffing, Inc.</b>		<b>\$0.00</b>
Bid Contact	<b>Anupama Sharma</b> govt@22ndstaffing.com Ph 703-291-1355	Address <b>201, F Royal Street, SE</b> Leesburg, VA 20175

<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Remedy Intelligent Staffing</b>		<b>\$0.00</b>
Bid Contact <b>John Gray</b> <b>john.gray@remedystaff.com</b> <b>Ph 801-685-8100</b>	Address <b>525 West 5300 South</b> <b>Suite 210</b> <b>Salt Lake City, UT 84123</b>	
Bid Notes <b>Thank you for considering our bid. We look forward to talking with you soon. Please let us know if you need any further information.</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
	Thank you for considering our bid. We look forward to talking with you soon. Please let us know if you need any further information.	
<b>Quest staffing Services</b>		<b>\$0.00</b>
Bid Contact <b>Rea Nielsen</b> <b>rea@queststaffing.com</b> <b>Ph 801-243-9282</b>	Address <b>6836 S. 300 W.</b> <b>Midvale, UT 84047</b>	
Bid Notes <b>Quest Staffing Services is pleased to submit this RFP and is looking forward to the opportunity to serve the State of Utah in providing high-quality, affordable temporary employment services as it has in the State of Utah for 17 years.</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
	Quest Staffing Services is pleased to submit this RFP and is looking forward to the opportunity to serve the State of Utah in providing high-quality, affordable temporary employment services as it has in the State of Utah for 17 years.	
<b>Beatty's Services, Inc. [Ad]</b>		<b>\$0.00</b>
Bid Contact <b>Myneika White</b> <b>myneikab@beattys2.com</b> <b>Ph 212-932-2063</b>	Address <b>127 West 127th Street, Ste 301</b> <b>New York, NY 10027</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>InGenesis, Inc.</b>		<b>\$0.00</b>
Bid Contact <b>Veronica Edwards</b> <b>commercial@ingenesis.org</b> <b>Ph 210-366-0033</b>	Address <b>6609 Blanco Rd.</b> <b>Suite 300</b> <b>San Antonio, TX 78216</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

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## Bid NS15026

### Temporary Employment Services State Best Value Cooperative Contract

Bid Number **NS15026**  
 Bid Title **Temporary Employment Services State Best Value Cooperative Contract**

Bid Start Date **Mar 2, 2015 2:16:01 PM MST**  
 Bid End Date **Mar 23, 2015 2:00:00 PM MDT**  
 Question & Answer End Date **Mar 16, 2015 2:00:00 PM MDT**

Bid Contact **Nikki Sanchez**  
**Purchasing Agent**  
**Division of Purchasing**  
**nsanchez@utah.gov**

Contract Duration **5 years**  
 Contract Renewal **Not Applicable**  
 Prices Good for **1 year**

#### Bid Comments

The State of Utah requests offers for Temporary Employment Services with the intent to establish Utah Statewide Best Value Cooperative Contracts.

You are instructed to pay special attention to the RFP language regarding the information to be submitted with your proposal and the format of that information. Evaluation of the proposals received will be in accordance with the evaluation criteria contained herein. Price is therefore, not the only evaluation factor.

Cost will be evaluated independently from the technical proposal. ALL Pricing information must be entered SEPARATELY on Attachment B, Cost Proposal Form. Do not insert pricing anywhere in your proposal except Attachment B. Vendors are required to complete and submit this pricing form with their bid response. Any deviation from this pricing sheet may result in disqualification.

ALL questions concerning this solicitation must be submitted through the BidSync system. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State. Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding. Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.

Proposals submitted in Bid Sync are completely safe. NO ONE can see them until after the proposal deadline. Therefore you do not have to wait until the last minute to submit your proposal; and you may change your proposal any time until the proposal closes. If you have not completed the proposal by the deadline, BidSync will reject your proposal. Please plan well.

Added on Mar 4, 2015:

Addendum #1 - Regarding Question & Answers #1

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#### Addendum # 1

New Documents	NS15026 Temporary Employment Services RFP Feb 25.doc
Removed Documents	NS15026 Temporary Employment Services RFP Feb 25.doc

Item Response Form

Item **NS15026-01-01 · Temporary Employment Services State Best Value Cooperative Contract**

Quantity **1 contract**

Prices are not requested for this item.

Delivery Location **State of Utah**  
No Location Specified

Qty 1

**Description**

The purpose of this request for proposal is to enter into a State of Utah Best Value Cooperative contract with qualified firms to provide temporary employment services for the State of Utah departments, agencies, institutions, political subdivisions (i.e. colleges, universities, school districts, special service districts, cities and counties, etc.), nonprofit organizations, and agencies of the federal government (also referred to as end users).

It is anticipated that this RFP may result in an award to multiple contractors.



# State of Utah Request for Proposal State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <input type="text"/>		Federal Tax Identification Number <input type="text"/>	State of Utah Sales Tax ID Number <input type="text"/>	
Ordering Address <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address) <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government Type		Company Contact Person <input type="text"/>		
Telephone Number (include area code) <input type="text"/>	Fax Number (include area code) <input type="text"/>	Email Address <input type="text"/>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/>		
Brand/Trade Name <input type="text"/>		Price Guarantee Period (see attached specifications for any required minimums) <input type="text"/>		
Minimum Order <input type="text"/>		Company's Internet Web Address <input type="text"/>		

Offeror=s Authorized Representative=s Signature <input type="text"/>	Print or type name and title <input type="text"/>	Date <input type="text"/>
State of Utah Division of Purchasing Approval <input type="text"/> Kent Beers, Director	Date <input type="text"/>	Contract Number <input type="text"/>

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

**REQUEST FOR PROPOSAL – INSTRUCTIONS  
AND GENERAL PROVISIONS  
STATE COOPERATIVE CONTRACT**

1. The contract resulting from this solicitation is being conducted by the Division of Purchasing and General Services for and in behalf of all public entities in the State of Utah.
2. **SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.
3. **PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.
4. **FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.
5. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.
6. **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.
7. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
8. **SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
9. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Multiple contracts may

be awarded if the DIVISION determines it would be in its best interest.

**10. DEBRIEFING OF UNSUCCESSFUL OFFERORS:**

The State does not conduct debriefings.

**11. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

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

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

**14. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A., 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

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

(Revision Date: 05 August 2014 - RFP Instructions)

**ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES  
(STATE COOPERATIVE CONTRACT)**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
  - b) "Contract" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the Division and Contractor sign.
  - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "Division" means the State of Utah Division of Purchasing.
  - f) "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.
  - g) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - h) "Proposal" means Contractor's response to the Division's Solicitation.
  - i) "Solicitation" means the documents used by the Division to obtain Contractor's Proposal.
  - j) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - k) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all

audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and Eligible User staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM"**: This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST**: Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR**: Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY**: Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES**: Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS**: This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT**: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION**: Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW**: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the

Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor shall provide proof of insurance to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the Division at least thirty (30) days prior to the cancelation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
16. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **ADDITIONAL INSURANCE REQUIREMENTS:** The following are minimum coverages that may be in addition to the required insurance requirements of this Contract:
  1. Professional liability insurance in the amount as described in the Solicitation for this Contract.
  2. Any other insurance, including Comprehensive Automobile Insurance, described in the Solicitation for this Contract.
  3. Any other type of insurance described in the Solicitation.
  4. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation

These additional insurance requirements shall be Contractor's responsibility and shall be provided at Contractor's expense. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Within thirty (30) days of contract award, Contractor and/or Contractor's subcontractors must submit proof of certificate of insurance that meets the above requirements. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the Division at least thirty (30) days prior to the cancelation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Services.
24. **REPORTS AND FEES:**
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
  2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
  3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
  4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
  5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.
- If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
27. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Services to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor.
29. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
38. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all

Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

40. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
41. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
46. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
48. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
49. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
50. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
51. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)



**NS15026 Temporary Employment Services  
ATTACHMENT B  
COST PROPOSAL**

**Instructions:**

Enter your firm's name and address, and the representative name with the authority to offer cost information on behalf of the firm. The resulting contract will be based on a percentage mark-up of the pay rate. As an example, If employee is paid \$10 per hour; vendor(s) add percent markup (e.g. 20%); state agency will be billed \$12 per hour for temporary employee. Offeror's are required to enter a percentage mark-up for each job category listed below.  
 Additional Services: Refer to section 2.2 15, H for instructions.  
 Offeror's shall enter the Additional Screening Fees to be charged to the end user for drug and/or background screening. Additional Screening Services Fees are not included in the cost evaluation.  
 Refer to section 2.2 item 6 of the RFP document for mandatory minimum screening requirements that are no charge to the end user.  
 Any deviation from this format may result in disqualification of proposal

<b>Firm's Name</b>	
<b>Firm's Street Address</b>	
<b>Firm's City, State, Zip Code</b>	
<b>Firm's Authorized Representative</b>	
<b>Representative Phone</b>	
<b>Representative E-Mail</b>	

JOB CATEGORIES	MARK-UP PERCENTAGE
<b>1 Clerical Office Support:</b>	
<b>a. No requirement for computer or keyboard skills:</b> Tasks such as answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, i.e., copying machines, fax machines; and helping the public over counters.	<input type="text"/>
<b>b. Computer and Keyboard skills required:</b> Tasks such as data entry and retrieval; utilization of database or spreadsheet; word processing, etc.	<input type="text"/>
<b>c. Advanced Office skills:</b> Tasks in addition to those listed above include minute taking, transcribing, and composition of letters.	<input type="text"/>
<b>2 Financial/Accounting Skills:</b>	
<b>a. General Financial/Accounting:</b> Tasks such as general bookkeeping; posting of data; verifying numbers; processing vouchers; other related technician level tasks.	<input type="text"/>
<b>b. Advanced Financial/Accounting skills:</b> In addition to the skills listed above, generates and reconciles accounting reports; performs accounting functions utilizing spreadsheets; reviews fiscal transactions.	<input type="text"/>
<b>3 Light Industrial</b>	<input type="text"/>
<b>4 Heavy Industry</b>	<input type="text"/>
<b>5 Skilled Trades</b>	<input type="text"/>
<b>6 Drivers and Heavy Equipment Operators</b>	<input type="text"/>
<b>7 Medical Office Support</b>	<input type="text"/>
<b>Average Percent Mark-up</b>	0.00%

ADDITIONAL SERVICES	MARK-UP PERCENTAGE
<b>1</b> Enter Service Job Category Enter Service Description	<input type="text"/>
<b>2</b> Enter Service Job Category Enter Service Description	<input type="text"/>
<b>3</b> Enter Service Job Category Enter Service Description	<input type="text"/>

ADDITIONAL DRUG SCREENING SERVICES	FEE PER TEST
<b>1</b> 7-Panel Drug Screening	<input type="text"/>

- 2 10-Panel Drug Screening
- 3 12-Panel Drug Screening


**ADDITIONAL BACKGROUND SCREENING SERVICES**

- 1 County Criminal Records
- 2 State Criminal Records
- 3 National Criminal Records
- 4 Federal Criminal Records
- 5 Sex Offender Registry Search
- 6 Federal Bankruptcy Records
- 7 Civil Upper and Lower Courts
- 8 International
- 9 Retail Theft Database

**FEE PER TEST**


**Best Value Cooperative Contract for Temporary Employment Services State  
Solicitation #NS15026  
RFP EVALUATION SCORESHEET**

Firm Name: \_\_\_\_\_  
Evaluator: \_\_\_\_\_  
Date: \_\_\_\_\_

Score will be assigned as follows:  
1 = Poor, fails to address the requirements in the RFP  
2 = Fair, addresses the requirements described in the RFP unsatisfactorily  
3 = Good, addresses all requirements described in the RFP satisfactorily  
4 = Very Good, addresses all the requirements described in the RFP and may exceed some  
5 = Superior, addresses all requirements and exceeds them

Minimum Mandatory Requirements	RFP Section	Notes	Evaluation
1 Provide qualified temp staff services for all job categories	2.2 MMR 1, 15		
2 Pre-screen all employees to be placed as temp staff	2.2 MMR 2		
3 3 Years Experience providing staffing services	2.2 MMR 3		
4 Provides customized reporting capabilities	2.2 MMR 4		
5 Provide training and orientation program	2.2 MMR 5		
6 Provide standard 5-panel drug screen & background check	2.2 MMR 6		
7 Agrees temp staff considered employee of vendor	2.2 MMR 7		
8 Provide temp staff serves in accordance with all state/federal employ, anti-discrimination laws, guidelines & regulations	2.2 MMR 8		
9 Provide separate statement of compliance with ACA	2.2 MMR 9		
10 Agrees to indemnify client in any litigation involving vendor's employee	2.2 MMR 10		
11 Vendor agrees all sub-contractors will abide by all provisions of contract	2.2 MMR 11		
12 Vendor agrees to release employee after 90 days, no additional cost	2.2 MMR 12		
13 Vendor will bill clients separately	2.2 MMR 13		
14 Vendor meets minimum insurance requirements	2.2 MMR 14		
15 Vendor agrees to minimum billing information	2.2 MMR 15		
16 Provides 24 hour contact number	2.2 MMR 16		
17 I-9 Employment eligibility verification	2.2 MMR 17		

**Proceed to Scoring**

Scoreable Technical Criteria	RFP Section	Evaluator Score	Criteria Weight	% of Tech Criteria	Points Possible	Total	Strengths and Weaknesses - Score Justification
1 Vendor hiring policies, requirements & procedure	2.3 DTQ		100	21.1%	500	0	
2 Additional drug screening	2.3 DTQ		25	5.3%	125	0	
3 Additional background checks	2.3 DTQ		25	5.3%	125	0	
4 Vendor rate determination explanation sub-contractor and/or secondary staffing service	2.3 DTQ		200	42.1%	1000	0	
5 compliance	2.3 DTQ		100	21.1%	500	0	
6 References submitted (3)	2.3 DTQ		25	5.3%	125	0	
<b>Double Check</b>		<b>70%</b>			<b>2375</b>	<b>0</b>	

Meets Minimum Percentage of Technical Points	RFP Section	Points Earned	Min Percent	Percent Earned	Evaluation
	4.2 Str 2	0	60%	0.0%	Fail

Cost	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
	3.1 R6, 4.2 Str 3	0.00%	0.00%	30%	1,018	0

Meets Minimum Percentage of Cost Points	RFP Section	Points Earned	Min Percent	Percent Earned	Evaluation
	4.2 Str 3	0	65%	0.0%	Fail

\* Purchasing will use the following cost formula. The points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2 - Proposed Price/Lowest Proposed Price).

**REQUEST FOR PROPOSAL**  
**State Best Value Cooperative Contract for Temporary Employment Services**  
**Solicitation #NS15026**

**PART 1: OVERVIEW AND INSTRUCTIONS**

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**1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into a State of Utah Best Value Cooperative contract with qualified firms to provide temporary employment services for the State of Utah departments, agencies, institutions, political subdivisions (i.e. colleges, universities, school districts, special service districts, cities and counties, etc.), nonprofit organizations, and agencies of the federal government (also referred to as end users).

**1.2 HISTORICAL SPEND FIGURES**

The following is the combined contract usage for the previous year's purchase through the existing five (5) contracts for Temporary Services (July 1 – June 30). These amounts are given for purposes of bidding only and do not imply, suggest, or guarantee any purchase by the state to any awarded vendor(s):

FY10 -	\$2,104,684.00
FY11 -	\$2,943,415.00
FY12 -	\$3,087,096.00
FY13 -	\$3,397,560.00
FY14 -	\$3,999,496.00

**1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the Issuing Procurement Unit for this document and all subsequent addenda relating to it, on behalf of the Conducting Procurement Unit, State of Utah, Division of Purchasing. The reference number for the transaction is Solicitation # NS15026. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

This RFP, having been determined to be the appropriate procurement method to provide the best value to the State, is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. It is issued in accordance with Utah Code Annotated 63G-6a-701 to 710 and Administrative Rule R33-7.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in 63G-6a-103(30), RFP, or Request for Proposals, as defined in 63G-6a-103(38) and the procurement shall be conducted subject to the provisions of 63G-6a-701-711.

**1.4 QUESTIONS**

All questions **MUST** be submitted through BIDSYNC ([www.bidsync.com](http://www.bidsync.com)) prior to closing date

and time for questions. Questions submitted through any other channel will not be answered. Questions may be answered as they come in or may be compiled into one document and answered via an addendum. Only answers disseminated by the State through the BidSync system or through an authorized and properly issued addendum shall serve as the official and binding position of the State. Answers provided via BidSync will constitute an addendum to the solicitation.

Notification to the State of any ambiguity, inconsistency, excessively restrictive requirements, and errors in the solicitation documents, solicitation questions, or exceptions to the scope/content of the RFP MUST be submitted as a question through BidSync during the solicitation process and prior to the closing date of time for questions.

### **1.5 ADDENDA**

Offerors are encouraged to periodically check BidSync for posted questions, answers and addenda.

Any modification to this procurement will be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official and binding position of the State.

Any response to this solicitation which has as its basis any communications or information received from sources other than this solicitation or related official addenda could be considered non-responsive and be rejected at the sole discretion of the State.

### **1.6 RESTRICTIONS ON COMMUNICATIONS**

From the issue date of this solicitation until a vendor is selected and the selection is announced, offerors are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the procurement officer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

### **1.7 SUBMITTING YOUR PROPOSAL**

**NOTICE:** By submitting a proposal in response to this RFP, the offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in the RFP are understood, fair, equitable, and are not unduly restrictive.

**Proposals must be received by the posted due date and time.** Proposals received after the deadline will be late and ineligible for consideration.

**Electronic submission instructions:** When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and to upload your proposal documents. The solicitation will end at the closing time posted in BidSync. If you are in the middle of uploading your proposal when the deadline arrives, the system will stop the upload process and your proposal will not be accepted by BidSync, and your attempted submission will be considered as non-responsive.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the State of Utah is unable to view certain documents. Therefore, **DO NOT submit** documents that are **embedded (zip files), movies, wmp, encrypted, and mp3 files**. All documents must be uploaded in BidSync as separate files.

**Hard copy submission instructions:** The preferred method of submitting your proposal is electronically through BidSync. However, if you choose to submit your response in hard copy form, one (1) original and six (6) identical copies of your Technical Proposal must be received prior to the Due Date and Time at the following address:

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

Additionally, one (1) original Cost Proposal form (see Attachment B - Cost Proposal Form) must be submitted in a separately sealed envelope delivered at the same time as the Technical Proposal. The outside cover of the package containing the Technical Proposal shall be clearly marked "Solicitation #NS15026 – Technical Proposal and include the Due Date and Time". The outside cover of the Cost Proposal shall be clearly marked "Solicitation #NS15026 – Cost Proposal and include the Due Date and Time".

Cost will be evaluated independently from the technical proposal, and as such **must** be submitted separate from the technical proposal. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive.

Please allow sufficient time for delivery of hardcopy responses. Responses sent overnight, but not received by the closing date and time will not be accepted.

All costs incurred in the preparation and submission of a proposal is the responsibility of the Offeror and will not be reimbursed.

All costs related to the preparation of offeror responses and any related activities are the sole responsibility of the offeror. The State of Utah assumes no liability for any costs incurred by offerors throughout the evaluation and selection process.

Refer to the Request for Proposal – Instructions and General Provisions for further information on proposal submissions.

### **1.8 CONTRACT AWARD INTENT**

It is anticipated that this RFP may result in an award to multiple vendors; however, the State of Utah reserves the right to award to a single vendor if it is determined to be in the best interest of the State.

### **1.9 CONTRACT ADMINISTRATIVE FEE AND QUARTERLY USAGE REPORT**

**Administrative Fee:** The vendor agrees to provide a quarterly administrative fee of **0.4%** to the State in the form of a Check or EFT payment. The fee will be payable to the "State of

Utah Division of Purchasing” and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract for the period.

**Quarterly Reports:** The vendor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. Vendors are required to identify State agencies, political subdivisions, non-profits, and federal entities by name. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address [salesreports@utah.gov](mailto:salesreports@utah.gov).

**Payment and Report Schedule:** The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address [salesreports@utah.gov](mailto:salesreports@utah.gov). Payments and reports shall be made in accordance with the following schedule:

<u>Reporting Period</u>	<u>Fee and Reports Due</u>
Qtr. 1: July1 -September 30	October 31
Qtr. 2: October 1-December 31	January 31
Qtr. 3: January 1- March 31	April 30
Qtr. 4: April 1 - June 30	July 31

Reports shall include the following detailed information regarding all utilization of temporary employment services:

- Job category requested and/or utilized
- State utilization broken down by agency and division and/or department
- City specified to include which city requested, division and/or department utilized
- County specified to include which county requested, division and/or department utilized
- School districts specific to which school district requested, division and/or department utilized
- Any of the state’s other political subdivisions utilizing the contract(s) specified by which branch, department, division, and/or agency

### **1.10 LENGTH OF CONTRACT**

The Contract resulting from this solicitation will be for a period of five (5) years with no renewal options for additional years. Pursuant to Utah Code Annotated §63G-6a-1204(7) any contract resulting from this RFP may not exceed a period of five years

The State of Utah reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

### **1.11 PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. *Requests for price adjustment must include sufficient*

*documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.*

Any adjustment or amendment to the contract will not be effective unless approved by the Division of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

### **1.12 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to the State of Utah Standard Terms and Conditions State Cooperative Contract for Services (Attachment A). Attachment A will contain terms and conditions specific to this procurement.

NOTE: If Attachment A is not included, then the State's Standard Terms and Conditions are attached by reference. The State's Standard Terms and Conditions can be found at <http://purchasing.utah.gov/purchasingforms.html>.

Exceptions and or additions to the State's Standard Terms and Conditions are strongly discouraged. Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The State retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the State, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

In a multiple award, the State reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

If negotiations are required, vendor must provide all documents in WORD format for redline editing. Vendor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatorily required acceptance of an offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State of Utah, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of award to the vendor.

### **1.13 PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann.,

Subsection 63G-2-305, provides in part that:

*the following records are protected if properly classified by a government entity:*

- (1) *trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) *commercial information or non-individual financial information obtained from a person if:*
  - (a) *disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
  - (b) *the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
  - (c) *the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

\* \* \* \* \*

- (6) *records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements may not be protected.** The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

**An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.**

To ensure the information is protected, you must identify all protected information in Section 3 of the proposal response and submit a redacted copy of the proposal response at the same

time offeror submits its proposal response. The redacted copy of the offeror's proposal response must be submitted in compliance with this section of this RFP.

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

#### **1.14 INTERVIEWS AND PRESENTATIONS**

Interviews and presentations may be held at the option of the State. Offerors invited to interviews or presentations shall be limited to those offerors meeting the minimum requirements specified in the RFP.

Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.

The procurement officer shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

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## **PART 2: SCOPE OF SERVICES AND REQUIREMENTS**

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### **2.1 SCOPE OF WORK AND MANDATORY MINIMUM REQUIREMENTS**

Contracted supplier(s) shall provide high-quality and cost effective temporary employees for multiple entities located throughout the State of Utah. Firms shall provide end users with qualified candidates for temporary positions, often under tight deadlines. The contracted supplier(s) will be expected to meet all of the following mandatory minimum requirements and submit a proposal in response to the questions provided. Agencies will order temporary employment services on an as needed basis. The end user shall establish the temporary employee's hourly pay rate.

### **2.2 MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS**

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. All of the items described in this section are non-negotiable and apply to all temporary services covered in the scope of this solicitation. All offerors express their willingness and ability to satisfy these requirements by submitting an offer for consideration. A disqualification due to your firm not meeting mandatory minimum requirements, listed in this RFP solicitation, can occur at any time in the process that the non-compliance is discovered. We reserve the right to request and receive at any time, documentation supporting compliance to any of the requirements.

1. The Vendor(s) shall be required to provide qualified temporary staffing for all job categories listed.
2. The vendor will pre-screen all employees to be placed as temporary staff to ensure they meet the requirements of the temporary assignment.
3. Offerors shall have a minimum of three (3) years' experience in providing staffing services.
4. Customized reporting capabilities: Offeror must have a reporting system that shall have the capability to allow for tracking and timekeeping. Offeror must also have the ability to provide customized reports to track costs.
5. Offeror must have a training and orientation program. Program must at minimum outline duties and responsibilities for temporary employees. Provide outline of training program.
6. The vendor is required to provide a standard 5-panel drug screen and basic Utah Criminal History background name check for all temporary staff employees at no extra charge to the State or end user.

**5 Panel Urine Drug Test** can detect five of the most commonly consumed street drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

Additionally, the vendor may be requested to provide additional background and/or drug

screening, such as a 7, 10, or 12 panel drug screen, as specified by the end user at an additional fee charged to the end user. Vendor will provide the fees on the Cost Proposal.

7. Temporary staff provided will be considered employees of the vendor.
8. The vendor will provide temporary staffing services in accordance with all applicable state and federal employment, anti-discrimination laws, guidelines, and regulations; and will also comply with all state and federal withholding taxes for any employee it provides to the client for temporary services.
9. ACA (Affordable Care Act) - Vendor shall be in compliance with any and all laws and regulations regarding the ACA (Affordable Care Act). The vendor shall provide a separate statement of compliance with all applicable laws and regulations in accordance with the ACA (Affordable Care Act) within RFP response.
10. The vendor agrees to indemnify the client in any litigation involving the vendor's employees, and the vendor agrees to protect, indemnify, defend, and hold harmless the State of Utah, and its officers, agents, employees and volunteers (hereinafter the "State"), from any and all claims arising from the conduct, management or performance of this contract including, but not limited to, any and all claims arising from any act or negligence of the vendor, or any of its agents, servants or employees or arising from any accident injury or damage whatsoever caused to any person, firm or corporation. This indemnification shall not be diminished by a claim that some act or negligence of the state contributed in part to the loss or damage indemnified against.
11. If the vendor uses a sub-contractor(s) and/or secondary staffing service(s), the sub-contractor(s) and/or secondary staffing service(s) must agree to abide by all provisions of the contract. The client must be notified prior to placement as to which sub-contractor(s) and/or secondary staffing service(s) is being used. Vendor will be held accountable for sub-contractor and/or secondary staffing services' non-compliance.
12. The vendor agrees to release employees to employment with the client, after 90 calendar days of placement, in all job categories, at no additional cost.
13. The vendor will bill clients separately, using a unique billing order number which will be assigned to each client, and which must be identified with job orders that are placed with the vendor using a percent mark-up model.
14. Minimum insurance requirements are:

The Vendor or their subcontractor for temporary services shall procure and maintain insurance which shall protect the Vendor and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Vendor or subcontractor shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the State as certificate holder and as an additional insured. The

insurance certificate must document that the Commercial General Liability insurance coverage purchased by the vendor to include contractual liability coverage. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in the State of Utah); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the State.

- A. General Liability – The vendor shall obtain and provide proof of general liability insurance coverage which shall include Employment Practices Coverage – the amounts would be \$1,000,000.00 per occurrence with a \$3,000,000.00 aggregate.
- B. The insurance coverage shall be provided by a company that is rated by Best's at A or better and Class VII or better.
- C. Workers' Compensation – The vendor shall obtain and provide proof of Workers' Compensation in the amount and manner required by Utah law for all employees supplied by the vendor.
- D. Employees Fidelity Insurance – Temporary employees who will handle cash shall also be bonded in an amount not less than \$10,000.
- E. On all coverages, the state, its agencies, employees and volunteers would be named as additional insureds with coverage at least as broad as ISO CGL endorsement form CG 20 10.
- F. For all coverages the state shall be provided a Certificate of Insurance which shall also require that the state be given 30 days' notice of any cancellation.

**15.** The Vendor(s) shall be required to provide qualified temporary staffing for all job categories listed below for the entire state of Utah at the agreed upon contract percentage:

**A. Clerical Office Support:**

Shall have a general office knowledge, as well as knowledge of alpha and numeric filing systems. Tasks shall include but not be limited to: answering phones; processing the flow and logging of paper work; filing; distributing mail, office supplies, and documents; basic research such as locating available information from files; telephone calls, and other basic resources; making appointments; operating office equipment, (e.g., copying machines, fax machines); and helping the public over counters. Shall also include tasks such as data entry and retrieval; utilization of data base or spreadsheets; word processing; minute taking and transcribing; and composition of letters.

**B. Financial / Accounting:**

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

required to generate and reconcile accounting reports; perform accounting functions utilizing spreadsheets; and review fiscal transactions.

These individuals shall be skilled in operating a 10-key adding machine or calculator with speed and accuracy. Shall have a basic knowledge of general accounting and basic accounting principles, including A/R and A/P and common software programs.

Shall be required at times to control books through quarterly reports, trial balance and basic statements and shall consolidate worksheets, perform account analysis and prepare financial statements.

**C. Light Industrial:**

Shall perform a variety of general labor jobs such as material handling, loading/unloading trucks, custodial, maintenance, warehousing, shipping/receiving, stock clerk, and assembler. Light industrial associates shall not be authorized to use any power equipment, including nail guns and saws. These positions shall require the use of safety equipment, such as a hardhat, safety glasses, hard sole shoes, etc. Light industrial associates shall be capable of lifting up to 25 pounds unassisted, and up to 50 pounds assisted by another associate or hand truck. Shall include: janitorial, shipping, inventory, etc. Tasks shall include but not be limited to, light general labor for buildings and grounds; operation of delivery van; housekeeping and related; snow removal and lawn care, warehousing and general labor.

**D. Heavy Industrial:**

Shall include heavy manual labor within a warehouse setting, construction, building maintenance, or other higher risk activities. Shall involve heavy assembly and driving. Performs a variety of higher skilled labor jobs in a high-risk work environment including power equipment operation. Shall require the use of safety equipment, i.e., hardhat, safety glasses, hard sole shoes, dust mask etc. Heavy industrial candidates shall be capable of lifting up to 50 pounds unassisted and more than 50 pounds with assistance.

**E. Skilled Trades:**

Skill Staff shall include the following skilled personnel types, but not be limited to those listed: bricklayers, carpenters, concrete workers, drywallers, electricians, heating/air conditioning technicians, pipe fitters, machinists, millwrights, welders, laborers and more. Shall also include general trade and craft such as painting, plumbing, electrical, mechanical, flagging services, etc.; operation of industrial equipment, including heavy equipment, which may require specialized licenses and/or bonding.

**F. Drivers and Heavy Equipment Operators:**

Shall include but not limited to: local drivers, certified forklift operators, commercial drivers transport and heavy equipment industrial laborers. Each driver or heavy equipment operator shall have all proper licensing before being temporarily placed as an employee. Each temporary employee shall be screened by the Vendor to make sure all necessary licensing is fulfilled, and Vendor shall maintain the driving qualification on

file in accordance with FMCSA regulations, which includes the employee physical, annual reviews and license dates, thru the employee contract.

**G. Medical Office Support:**

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

**H. Additional Services:**

If you have additional categories to offer, please list them with a brief description. The State may or may not decide to add these to any contract written as a result of this RFP. The evaluation of the proposals will include only the categories A-G listed above. The categories of IT, Engineering, and GIS are excluded from consideration due to a Statewide cooperative pilot program contract currently available.

The vendor will provide an explanation of skill set screening and/or training and/or testing of temporary staff within all job categories the vendor offers.

**16. Minimum Billing Information, for All Job Categories:**

- a. Two hour minimum if the employee shows up and the job is cancelled.
- b. Two hour minimum if the employee is already working and is released without cause.

**17. Vendor will provide a 24 hour contact emergency phone number:**

- a. Notification for failure to report and request of replacement.
- b. Permanent release for cause from 24 hour facilities.

**18. I-9 (Employment Eligibility Verification) Compliance:**

The vendor(s) shall provide a separate compliance statement within the RFP response, attesting to compliance to all laws and regulations in accordance with I-9 (Employment Eligibility Verification) Compliance. The vendor(s) must agree to provide documentation of temporary staffs' eligibility to work in the United States upon request by the state / client.

**2.3 DETAILED TECHNICAL QUALIFICATIONS**

Your proposal will be evaluated on the following items. All offerors shall provide a document titled 'Technical Response' with each section title listed below that best describes in detail how your organization has the ability to provide the following criteria. Do not submit generic preprinted information. Submit clear and concise information specific to the characteristics listed below. A specific point-by-point response, in the order listed and using the same

heading names, to each requirement and request for information listed in this RFP. Each document submitted must be in Word format, 12 point Arial font.

### **VENDOR'S HIRING POLICIES, REQUIREMENTS, AND PROCEDURE**

The vendor(s) shall provide a separate statement outlining and explaining the vendor's hiring policies, procedures, and new employee requirements. Include details of any business practices, required drug screening, background checks, application screening processes, and skill training and/or testing requirements before and after employee is hired; prior to the employee being assigned to a temporary employment assignment.

### **DRUG SCREENING / BACKGROUND CHECKS**

The vendor(s) shall provide a separate statement within the RFP response, detailing the different types of drug screening and/or background checks completed by your company as a prerequisite to hiring employees with your company. Include in your statement any other types of drug screens and/or background checks your company is capable of administering in the event a client requires and/or requests a specific drug screen and/or background check as a prerequisite for a temporary employee to work there. Vendor shall invoice the end user the exact invoice amount incurred to order and process this screening or testing. End user may request proof of fee charged. Please reference Part 3, #8.

### **VENDOR RATE DETERMINATION EXPLANATION**

The vendor(s) shall provide a written statement explaining in detail how client rates are determined within the RFP response. Include any hiring procedures, administrative fees, drug and/or background screening, skill set training and/or testing fees, which are included and help to determine client rates for utilizing your company's temporary employment services.

### **SUB-CONTRACTOR AND/OR SECONDARY STAFFING SERVICE COMPLIANCE**

The vendor shall provide a written statement describing the process in place to ensure that any sub-contractor and/or secondary staffing service will abide by all provisions of the contract.

### **DEMONSTRATED CAPABILITY OF OFFEROR TO PERFORM SERVICES, INCLUDING PAST PERFORMANCE OF THESE TYPES OF SERVICES.**

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

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## **PART 3: INFORMATION REQUIRED IN SUBMISSION OF A RESPONSE**

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### **3.1 PROPOSAL RESPONSE FORMAT**

Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data.

Organize proposal response using each of the following specific headings. Failure to format your proposal as follows may result in disqualification.

1. **Section Title: RFP Form.** The State's Request for Proposal form completed and signed by the offeror.
2. **Section Title: Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.
3. **Section Title: Protected Information.** All protected/proprietary information must be identified in this section of the proposal response, by completing the Claim of Business Confidentiality form located at: <http://www.purchasing.utah.gov/vendorinformation.html>

If offeror's proposal response contains protected/proprietary information (refer back to the Protected Information section of this RFP for additional information) then offeror must submit a redacted copy of the proposal response at the same time offeror submits its proposal response. The redacted copy of the offeror's proposal response must be submitted in compliance with the other sections of this RFP.

**Offeror acknowledges that its proposal response or redacted copy will be made public upon the State's receipt of a GRAMA request. Offeror will not be notified of any GRAMA request made to the State for offeror's proposal response.** If offeror submits a redacted copy then the State will respond to a GRAMA request for offeror's proposal response with offeror's redacted copy. However, if offeror fails to submit a redacted copy then the State will respond to a GRAMA request with offeror's proposal response, which will result in offeror's protected/proprietary information, if any, being made public. Vendor acknowledges that notations in the header, footer or watermark of the proposal response will not be considered sufficient to constitute a request for non-disclosure of protected/proprietary information.

4. **Section Title: Potential Conflicts of Interest.** Offeror must identify any conflict, or potential conflict of interest, that might arise during the course of the project. If no conflicts are expected, include a statement to that effect in the Proposal.
5. **Section Title: Exceptions and Additions to the Standard Terms and Conditions.** Proposed exceptions and additions to the Standard Terms and Conditions **must** be

submitted in this section. Offeror must submit a redline document in Word format identifying the proposed exceptions to the RFP terms and conditions with the proposal submission for review and evaluation purposes. Website URLs or information on website URLs may not be requested in the RFP document and may not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations of the terms and conditions in the proposal response.

If there are no exceptions and additions to the Standard Terms and Conditions, indicate "None" in this section.

**6. Section Title: Mandatory Requirements.**

Offeror must provide documentation/narrative demonstrating compliance with the stated Mandatory Minimum Requirements/Qualifications. Offeror's failure to meet any one of the mandatory requirements will result in the proposal response being classified as non-responsive and will not move forward in the evaluation process.

**7. Section Title: Detailed Technical Response.**

This section should constitute the major portion of the proposal and must be a concise overview of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed. In any case wherein the offeror cannot comply with a provision outlined in the "Detailed Scope of Work", such inability must be stated in response to the applicable requirement.

For ease of evaluation, Detailed Technical Response must be a point-by-point response, addressing in detail each area of the evaluation criteria, per the following:

Minimum Mandatory Requirements	RFP Section	Notes	Evaluation
1 Provide qualified temp staff services for all job categories	2.2 MMR 1, 15		
2 Pre-screen all employees to be placed as temp staff	2.2 MMR 2		
3 3 Years Experience providing staffing services	2.2 MMR 3		
4 Provides customized reporting capabilities	2.2 MMR 4		
5 Provide training and orientation program	2.2 MMR 5		
6 Provide standard 5-panel drug screen & background check	2.2 MMR 6		
7 Agrees temp staff considered employee of vendor	2.2 MMR 7		
8 Provide temp staff services in accordance with all state/federal employ, anti-discrimination laws, guidelines & regulations	2.2 MMR 8		
9 Provide separate statement of compliance with ACA	2.2 MMR 9		
10 Agrees to indemnify client in any litigation involving vendor's employee	2.2 MMR 10		
11 Vendor agrees all sub-contractors will abide by all provisions of contract	2.2 MMR 11		
12 Vendor agrees to release employee after 90 days, no additional cost	2.2 MMR 12		
13 Vendor will bill clients separately	2.2 MMR 13		
14 Vendor meets minimum insurance requirements	2.2 MMR 14		
15 Vendor agrees to minimum billing information	2.2 MMR 15		
16 Provides 24 hour contact number	2.2 MMR 16		
17 I-9 Employment eligibility verification	2.2 MMR 18		

Proceed to Scoring

Scoreable Technical Criteria	RFP Section	Evaluator Score	Criteria Weight	% of Tech Criteria	Points Possible
1 Vendor hiring policies, requirements & procedure	2.3 DTQ		100	21.1%	500
2 Additional drug screening	2.3 DTQ		25	5.3%	125
3 Additional background checks	2.3 DTQ		25	5.3%	125
4 Vendor rate determination explanation Sub-contractor and/or secondary staffing service	2.3 DTQ		200	42.1%	1000
5 compliance	2.3 DTQ		100	21.1%	500
6 References submitted (3)	2.3 DTQ		25	5.3%	125
<b>Double Check</b>		<b>70%</b>			<b>2375</b>

**8. Section Title: Cost Proposal.**

Please enumerate all costs on **Attachment B- Cost Proposal Form**. Cost will be **evaluated independently from the Technical response, and must be submitted separate from the Technical response**. Inclusion of any cost or pricing data **within the technical proposal may result in your proposal being judged as non-**

**responsive.**

**Cost Proposal Instructions:**

Complete the Firm Name, Address, Phone number, E-mail and Authorized Representative.

Complete the percentage mark-up for each job category as instructed on the Cost Proposal.

Complete the Additional Services as applicable. Reference section 2.2 item 15 H for additional information.

Complete the fees for Additional Screening Fees that your firm offers (as applicable).

Vendor shall invoice the end user the exact invoice amount incurred to order and process this screening or testing. End user may request proof of fee charged.

**Additional Background Screening Descriptions**

**County Criminal Records:** Uncover misdemeanors or felonies among one of the more than 3,400 county courts in the US.

**State Criminal Records:** Learn about crimes committed throughout an applicant's state(s) of residence from state police records or state criminal records databases (where available).

**National Criminal Records:** National criminal records searches can help identify crimes committed by the applicant while traveling or uncover data hidden in county databases where employers did not think to check. National criminal records searches should be used to compliment traditional local searches, as not all municipalities may participate or provide records in a timely manner. Possible records are verified at the source before being reported.

**Federal Criminal Records:** Search records of crimes that are prosecuted in federal court such as tax evasion, fraud and embezzlement, mail and wire fraud, and more.  
**Prohibited and Restricted Parties Search:** These screens list individuals that you cannot hire because they are known terrorists, money launderers, narcotic traffickers, illegal weapons traders or are subject to an economic sanctions program. A handful of government agencies maintain a list of prohibited and restricted individuals and entities.

**Sex Offender Registry Search:** Conduct a state or nation-wide search to learn if an applicant is a registered sex offender.

**Federal bankruptcy records:** Identify individuals that have adjudicated cases of bankruptcy which may reveal a propensity for financial mismanagement.

**Driving records:** Used to identify individuals with unsafe driving records to limit corporate risk.

**Civil upper and lower courts:** Identify individuals that have been involved with lawsuits including product liability, breach of contract, small claims and more.

**International:** Employers may wish to review the foreign background of a domestic hire or conduct international searches for their global offices.

**Retail Theft Database:** Search more than 500,000 records of shoplifting and employee theft incidents submitted by 500 member companies. Much of this information may not be available in public records.

**Additional Drug Testing Descriptions**

**1) 7-panel** – Marijuana, Cocaine, Opiates, Barbiturates, Amphetamines, Oxycodone, Benzodiazepines.

**2) 10-panel** – Marijuana, Cocaine, Phencyclidine (PCP), Opiates,

Amphetamines, Methadone, Methamphetamines, Barbiturates,  
Benzodiazepines, MDMA (Ecstasy).

**3) 12-panel** – Marijuana, Cocaine, Phencyclidine (PCP), Opiates,  
Methamphetamines, Methadone, Amphetamines, Barbiturates,  
Benzodiazepines, Oxycodone, MDMA (Ecstasy), Propoxyphene.

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## **PART 4: RESPONSE EVALUATION**

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### **4.1 PROPOSAL EVALUATION**

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP.

Each Offeror bears sole responsibility for the items included or not included within the response submitted by the Offeror.

A committee will evaluate proposals against the weighted criteria identified. Each area of the evaluation criteria must be addressed in detail in proposal.

### **4.2 PROPOSAL EVALUATION PROCESS**

#### **Stage 1: Initial Review**

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements or unable to meet the minimum and/or mandatory requirements) will be eliminated from further consideration.

#### **Stage 2: Technical Proposal Evaluation**

Acceptable proposals will be forwarded to the evaluation committee. Proposals will be evaluated against the proposal evaluation criteria as follows:

<b><u>Evaluation Criteria</u></b>	<b><u>Points</u></b>
Vendor hiring policies, requirements & procedures	500 pts.
Additional drug screening	125 pts.
Additional background checks	125 pts.
Vendor rate determination explanation	1000 pts.
Subcontractor/Secondary Staffing Service compliance	500 pts.
Reference submitted (3)	125 pts.
<b>Total Possible Technical Points</b>	<b>2375 pts.</b>

**Only those Proposals that achieve 60% (1425 points) of the possible Total Technical points (2375 points) will proceed on to Stage 3: Cost Proposal Evaluation.** Proposals with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

#### **Stage 3: Cost Proposal Evaluation**

Firms successful in the technical evaluation will advance to Stage 3, Cost Proposal Evaluation as follows:

<b><u>Evaluation Criteria</u></b>	<b><u>Points</u></b>
Cost	1018 Points

The offeror with the lowest average percent mark-up will receive the maximum 1,018 points. All other offerors will receive points as determined by the ratio\* of their average percent mark-up to the lowest average percent mark-up. Final cost points will be calculated based on the following:

\*Ratio Calculation: Points assigned to each offeror's cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is:  $\text{Cost Points} \times (2 - \text{Proposed Price}/\text{Lowest Proposed Price})$ .

**Only those Proposals that achieve 65% (661.7 points) of the possible Total Cost points (1,018 points) will proceed to award.** Proposals with a score of less than the minimum required cost score will be deemed unacceptable and ineligible for further consideration.

#### **4.3 COST-BENEFIT ANALYSIS**

The Utah Procurement Code §63G-6a-708, requires a cost-benefit analysis to be completed by the State if the highest score awarded by the Evaluation Committee, including the score for cost, is awarded to a proposal other than the lowest cost proposal, and the difference between the cost of the highest scored proposal and the lowest cost proposal exceeds the greater of \$10,000 or 5% of the lowest cost proposal. The statute outlines the procedures and processes to be used by the State prior to making a final award.

#### **4.4 AWARD OF CONTRACT**

After the evaluation and final scoring of proposals is completed, the procurement officer shall award the contract as soon as practicable (except as provided in Section §63G-6a-708 Cost Benefit Analysis) to the eligible responsive and responsible offeror with the highest score.

The State reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the State, based on a cost benefit analysis.

All offerors should note that Section 63G-6a-402(6) UCA requires the issuing procurement unit, for the duration of any contract awarded through this RFP, to make available contact information of the winning vendor to the Department of Workforce Services in accordance with Section 35A-2-203 of the Utah Code. This requirement does not preclude a vendor from advertising job openings in other forums throughout the state.

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## Question and Answers for Bid #NS15026 - Temporary Employment Services State Best Value Cooperative Contract

### Overall Bid Questions

#### Question 1

Regarding the Technical Proposal Evaluation, the point values appear to add up to 525 (perfect score) versus the 2375 total possible technical points shown in the bid:

Stage 2: Technical Proposal Evaluation

Acceptable proposals will be forwarded to the evaluation committee. Proposals will be evaluated against the proposal evaluation criteria as follows:

Evaluation Criteria Points

Vendor hiring policies, requirements & procedures 100 pts.

Additional drug screening 25 pts.

Additional background checks 25 pts.

Vendor rate determination explanation 200 pts.

Subcontractor/Secondary Staffing Service compliance 100 pts.

Reference submitted (3) 25 pts.

Total Possible Technical Points 2375 pts.

Is part of the evaluation criteria missing? Please advise or revise.

Regards,

CareersUSA (Submitted: Mar 4, 2015 10:42:33 AM MST)

#### Answer

- The total possible technical points does equal to 2375 points. The criteria weight are the points that are associated with each criteria listed here. I will make a correction to the RFP document to reflect the correct points for each technical criteria point (rather than the criteria weight given). Please watch for addendum and correction for this in RFP Section 4.2 Stage 2 Technical Proposal Evaluation. (Answered: Mar 4, 2015 11:07:12 AM MST)

#### Question 2

It is rare for a staffing agency who is really good at categories such as Heavy Industrial, to also excel at a category such as Professional. Is the requirement that we staff in all the listed categories, or can we propose only on some categories? (Submitted: Mar 4, 2015 3:21:17 PM MST)

#### Answer

- Each vendor may have more expertise in one category over another, but for the purpose of this solicitation and final contract the vendor is required to provide qualified temporary staffing for ALL job categories listed. Please see RFP document Part 2 Section 2.2 Mandatory Minimum Requirements/Qualifications, #1. (Answered: Mar 4, 2015 3:33:42 PM MST)

#### Question 3

State of Utah Request for Proposal State Cooperative Contract (page 5 of the bid packet): What do you mean by Brand/Trade Name? Shall I enter our business name? Or is this field designed for actual "product" names, and in that case shall I enter N/A? (Submitted: Mar 11, 2015 12:32:21 PM MDT)

#### Answer

- This field is for actual products. Yes, you may enter N/A. (Answered: Mar 11, 2015 12:38:13 PM MDT)

#### Question 4

Item 2.2.6, 5-Panel Urine Screen: This item indicates that this particular 5-panel drug screen detects: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. May we substitute our "standard" 5-panel drug screen that detects the following drugs: THC (marijuana), Cocaine, Opiates (includes heroin), Amphetamines, and Methamphetamines? (Submitted: Mar 11, 2015 12:34:10 PM MDT)

#### Answer

- Based on our current practices with drug testing, the five panel that we listed in the RFP, section 2.2 #6 - 5 Panel Urine Drug Test can detect five of the most commonly consumed street drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. This 5 panel urine drug test is what we currently test our employees on for the specific positions. One may include Methamphetamines in addition to the PCP, but not exclude it. (Answered: Mar 11, 2015 3:49:59 PM MDT)

#### Question 5

Please could we get some more information on the following questions for CDL and Heavy Equipment

Positions

• What types of vehicles will they be driving

â€¢ What will they transport

â€¢ Overnight travel or local only

â€¢ Specifically what heavy equipment will be operated

â€¢ What was the annual spend for positions in this category (Submitted: Mar 13, 2015 7:54:33 AM MDT)

**Answer**

- What types of vehicles will they be driving - Depends on the assignment

What will they transport - Depends on the assignment

Overnight travel or local only - Depends on the assignment

Specifically what heavy equipment will be operated - Depends on the assignment

What was the annual spend for positions in this category - Based on reporting from the vendors, they do not break down spends for each job category, only by end user total money spent. (Answered: Mar 13, 2015 1:19:20 PM MDT)

**Question 6**

â€¢ What types of vehicles were temporary employees assigned to drive in 2014?

â€¢ Do any temporary assignments require transporting hazardous material?

â€¢ Did any assignments include overnight travel?

Three new questions to ask as well (very important that we get responses to the first two)

â€¢ Is the State of Utah a federal contractor?

â€¢ Are the projects on which our associates will work be federally contracted projects?

â€¢ For driving positions, what cities specifically where the assignments originate from? (Submitted: Mar 16, 2015 1:58:59 PM MDT)

**Answer**

- â€¢ What types of vehicles were temporary employees assigned to drive in 2014?

Answer: Unknown.

â€¢ Do any temporary assignments require transporting hazardous material?

Answer: Dependent upon the assignment; unknown as to whether or not this was done previously.

â€¢ Did any assignments include overnight travel?

Answer: Unknown.

Answer: Unfortunately, the utilization reports from our current vendors do not specify or list any job categories that were requested or utilized, only the name of the end user who utilized temporary employment services. The end users vary statewide, as the current contract is a statewide cooperative contract.

Three new questions to ask as well (very important that we get responses to the first two)

â€¢ Is the State of Utah a federal contractor?

Answer: The State itself is not a federal contractor; however there are various state agencies that have federal contracts in place, whether for an entire agency or specific to a certain division or department within an agency.

â€¢ Are the projects on which our associates will work be federally contracted projects?

Answer: Dependent upon the assignment and agency requesting temporary employment services.

â€¢ For driving positions, what cities specifically where the assignments originate from?

Answer: Unknown; again this is dependent upon the assignment and agency requesting temporary employment services. (Answered: Mar 17, 2015 12:31:26 PM MDT)