

	<b>Invitation For Bid TAC003D</b> <b>Temporary Personnel Services</b> <b>Human Resources Department</b> <b>Issued: December 9, 2010</b>	<b>City of Tulsa,</b> <b>Oklahoma</b> Page 1 of 29
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ADDENDUM

No.	Date	Description
1	12-30-2010	1. Special Requirements: Deleted Performance Bond requirement  2. Exhibit A: The following rates have changed:  SE-1 Seasonal Labor P & Rec to \$ 7.50/hr Intern I/HS to \$ 7.50/hr
		<p style="text-align: center;">Please submit your bid response using the latest addendum.</p> <p>If, due to the holidays, your bid has already been submitted, it will be accepted if you decide not to resubmit taking into consideration this addendum.</p>

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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # TAC003D**

Description: **Temporary Personnel Services, (Commodity Code(s): 962.69;**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Department  
 175 East 2<sup>nd</sup> Street, Suite 865  
 Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on January 5, 2011, and delivered to:**

**City Clerk's Office**  
**175 East 2<sup>nd</sup> Street, Suite 260**  
**Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

**IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the complete Bid Packet with your Bid.**

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**SUMMARY SHEET**

**Project Buyer**

If you have any questions or need additional information, contact the assigned Project Buyer:  
 Bill Youngblood, CPM Senior Buyer  
[byoungblood@cityoftulsa.org](mailto:byoungblood@cityoftulsa.org)  
 Include **TAC003D** on the subject line

**Bidder’s Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include IFB TAC003D on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

**Issuing of Addenda**

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website ([www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)) to receive notice of any addenda.

**Pre-Bid Conference**

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date: NA Time: NA

Location: NA

Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

Attendance is not required to submit a Bid.

**Bid Packet Submission**

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating “Original” or “Copy”. If a copy on electronic media is also required, the line below will be checked.  
 Electronic Copy also required.

Responses to this Invitation for Bid must be on the forms listed on page 1. The entire Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

**Bid Opening**

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.



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**FORM #2 (Page 1 of 4)  
PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the "Seller").

**WITNESSETH:**

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

**IFB TAC003D Temporary Personnel Services**

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date, **or shall be effective on [month][day], 20\_\_ and continuing to [month][day], 20\_\_ at the discretion of City.** City in its sole discretion may offer Seller an opportunity to renew this Agreement for an **additional** four(4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
- Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.

**FORM #2 (Page 2 of 4)**  
**PURCHASE AGREEMENT**

8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
- i. To Seller: \_\_\_\_\_  
\_\_\_\_\_
- ii. To CITY: City Clerk  
CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- With a copy to: Bill Youngblood, CPM Senior Buyer \_\_\_\_\_  
CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 865  
Tulsa, Oklahoma 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding

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PURCHASE AGREEMENT**

payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

**IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 2D. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

**FORM #2 (Page 4 of 4)**  
**PURCHASE AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Name: \_\_\_\_\_

**Sign Here ▶** \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_

\_\_\_\_\_  
 Corporate Secretary

Date: \_\_\_\_\_

Company Name/Address [Please Print]	Address	City	State	Zip Code
(    ) -	(    ) -			
Telephone Number	Fax Number	Email Address		

**CITY OF TULSA, OKLAHOMA,**  
**a municipal corporation,**

ATTEST:

By: \_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Assistant City Attorney



**FORM #4 (Page 1 of 1)**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: \_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

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**FORM #5 (Page 1 of 1)**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_  
 \_\_\_\_\_

Remit to  
 Address: \_\_\_\_\_

City, State  
 Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_  
 My commission number: \_\_\_\_\_  
 County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

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**FORM #6 (PAGE 1 OF 1)**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS**  
**(Page 1 of 4)**

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
  - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
  - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
  - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
  - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
    - o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
    - o **General Partnerships** – any partner can sign to bind all partners.
    - o **Limited Partnerships** – the general partner must sign.
    - o **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
    - o **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
    - o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
  - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
  - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
  - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
  - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
  - I. **“City”** shall mean the City of Tulsa, Oklahoma.
  - J. **“Days”** shall mean calendar days unless specified otherwise.
  - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
  - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
  - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2<sup>nd</sup> Street, Suite 865, Tulsa, Oklahoma 74103
  - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
  - O. **“Seller” or “Vendor”** shall mean the Bidder whose Bid City selected and awarded a contract.
  - P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City

**Invitation For Bid TAC003D**  
**Temporary Personnel Services**  
**Human Resources Department**  
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selected and awarded a contract.

**Q.** "Website" shall mean the City of Tulsa's website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

- 3. QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
- 5. EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.  
  
The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.  
  
All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period. With respect to some Invitations for Bid the City may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

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- 11. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
  - B.** Sealed Bids may be either mailed or delivered, but must be received at:  
City of Tulsa – Office of City Clerk  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
  - C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
  - D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
    - 1. City Hall closed for business for part or all of the day on the date the response was due;
    - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
    - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
  - E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
  - F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
  - G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
  - H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
  - I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
  - J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
  - K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
- 12. BID REJECTION OR WITHDRAWAL.**
- A.** City may reject any or all Bids, in whole or in part.
  - B. A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
  - C.** A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
  - D.** City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
  - E.** Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
- 13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
- 14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

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15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable  
175 East 2<sup>nd</sup> Street, 8<sup>th</sup> floor  
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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## SPECIAL REQUIREMENTS

**1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until   365   days after the Bid Opening Date.

**2. General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

**3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

**4. Insurance.** If checked "Yes," the following insurance is required:           **YES: X**          

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

### SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds City as an Additional Insured to the policy and states that the insurer will provide City with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by City of the award of the Bid to Seller

**5. Bonding.**

**A. Bid Bond.** If the box is checked "Yes," the Bid Bond is required:

**No: X**

**B. Performance Bond.** If the box is checked "Yes," the Performance Bond is required:

**No: X**

**6. References.** If the box is checked "Yes," References are required:

	<p style="text-align: center;"><b>Invitation For Bid TAC003D</b> <b>Temporary Personnel Services</b> <b>Human Resources Department</b> <b>Issued: December 9, 2010</b></p>	<p style="text-align: center;"><b>City of Tulsa,</b> <b>Oklahoma</b> Page 18 of 29</p>
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**YES: X**

Bidders shall furnish the names, addresses, agreement, telephone numbers, length of services and size of property of a minimum of three- (3) firms or government organizations for which the vendor is currently furnishing or has in the past furnished services. If required, **attach** customer references to bid response using the following format:

**CUSTOMER REFERENCES**

COMPANY NAME  
ADDRESS  
CONTACT NAME  
TELEPHONE NUMBER  
DESCRIBE SERVICES PROVIDED  
LENGTH OF TIME PROVIDING SERVICES

7. Award will be based on the lowest bid meeting specifications.

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## **TECHNICAL SPECIFICATIONS**

### **INTENT**

The intent of this bid is to secure sealed bids for the purpose of entering into an annual contract for the supply of temporary personnel services for the City of Tulsa.

### **PRICES**

PRICES BID SHALL BE FIRM FOR THE DURATION OF THE CONTRACT PERIOD.

### **GENERAL REQUIREMENTS**

#### **1. DELIVERY OF BIDS**

While we appreciate the opportunity to review and to see your presentation materials and brochures, please address the specific items specified in this request in the order referenced in this proposal.

#### **2. AWARD OF CONTRACT**

The primary objective of this Invitation for Bid and the resultant contracts will be to maximize the quality and minimize the cost to the City for the services of temporary personnel. Cost is not the only factor which will be considered. The City of Tulsa is looking for the lowest secure bid meeting all specifications and providing the best service opportunities.

A contract will likely be awarded to a Primary and a Back-Up vendor for each category (I,II,III) on the pricing pages. When a need for a temporary worker is identified, the Primary vendor will be given 48 hours to respond with the name and arrival time of a qualified person to fill that position. If the Primary vendor is not successful in filling the position in that time frame, the Back-Up vendor will be given the same chance to fill the position.

If a pattern of difficulty in filling a particular position, or type of position, develops with the Primary vendor, the City also reserves the right to move immediately to the Back-Up vendor to fill its needs. However, written notice will be given to the Primary in this case, with information on the reasons for the move, and the position(s) effected.

Each vendor fully understands and hereby agrees by the submission of its Bid that a contract with the City of Tulsa will allow the City to audit the vendor's books and records relating to positions filled for the City, during the vendor's normal business hours. Audit shall be allowed within five days by the vendor and will be conducted within five days upon receipt of a written request from the City. All vendors further agree to provide the City staff reasonable access to any administrative assistance that may be required for examination and audit of the vendor's books and records as relate to the contract resulting from this Bid.

#### **3. PROPOSALS**

##### **A. MARK-UP RATE**

State the mark-up rate that you would charge to fill any vacancy in any pay grade. It is not necessary for you to figure your mark-up rate per pay grade or per classification. Show your proposed rate, e.g. 10%.

NOTE: EMPLOYEES MUST MEET MINIMUM REQUIREMENTS FOR POSITION AND CREDENTIALS MUST BE VERIFIED. THIS SERVICE IS INCLUDED IN THE PROPOSED RATE.

##### **B. PAYROLLING RATE**

At some time during the contract period, it may be advantageous to the City to engage in payrolling. Under these circumstances, the City would provide the name of a particular individual

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and the pay rate. The contract holder would be allowed to charge a payrolling rate. Please indicate what your payrolling rate would be.

NOTE: INDIVIDUALS REFERRED TO THE VENDOR BY THE CITY OF TULSA WILL BE ELIGIBLE FOR VENDOR BENEFITS. PAYROLLED EMPLOYEES MUST ALSO MEET THE MINIMUM REQUIREMENTS FOR THE POSITION IN WHICH THEY ARE HIRED.

**C. DRUG TESTING AND CRIMINAL BACKGROUND CHECKS**

Provide the dollar amount you would charge to provide each of these services. Indicate the timeframe it would take to provide these services. Please provide the specific process and types of drug testing and background checks these costs include. These costs should be itemized separate from each other and from the mark-up or payrolling costs.

These services are utilized on an "as need" basis at the discretion of the City of Tulsa.

**D. SELECTION & ASSESSMENT SERVICES OFFERED TO THE CITY OF TULSA**

**STRUCTURAL INTERVIEWING OF CANDIDATES**

Vendors must engage in a standardized interview process. Describe your interviewing process. Include an example of a specific position and the specific questions that would be asked of the candidate during the screening process.

**ASSESSMENTS/EVALUATIONS**

Vendors must evaluate/assess the skills and abilities of the candidates referred for temporary assignments to the City of Tulsa to ensure a match with job requirements. Describe your candidate evaluation process.

Describe any assessment instrument you are currently administering. When would you utilize them? Are your assessment instruments validated? If so, by whom? When requested, assessment results must be made available to the City of Tulsa.

**RETRIEVAL/SELECTION PROCESS**

Describe your process for selecting candidates for referral. Include your mechanism for identifying previously very successful candidates, and/or unsuccessful candidates. What type of candidate pool do you generally have available?

**CREDENTIAL VERIFICATION PROCESS**

Describe your process for verifying the educational credentials of all applicants. Please include high school, GED, college level and license and certificate verification.

**NO COST CRIMINAL AND SEX OFFENDER CHECKS**

Describe your process for no cost criminal background and sex offender registry checks on applicants. Include the public/non-public websites you use for both in state and out-of-state checks.

**REFERENCE CHECKS/VERIFICATION OF INFORMATION**

Reference checks must be completed. Describe your reference check process. Include the number of references completed, how far back are reference checked (e.g., 1 year, 2 years, 5 years). What information is gathered during the reference checking process? What other information is verified?

**E. SERVICES OFFERED TO THE CITY**

**RESPONSE TIME**

The vendor will respond to the hiring supervisor within 24 hours with the name and time we can expect the temporary to arrive. The candidate should be scheduled to arrive within 48 hours.

If the primary vendor is unable to respond to a vacancy within 48 hours, the City reserves the right

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to contact the back-up vendor for assistance in filling the temporary vacancy.

**VENDOR SIZE AND CAPABILITIES**

What staff and support would you dedicate to filling the needs of the City of Tulsa? How many W-2's did you generate in 2008 and 2009?

**AFFIRMATIVE ACTION PLAN**

The vendor must have a plan in place to attract and place quality minority and female candidates. Please provide a copy of your plan.

**VENDOR REFERENCES**

Vendor should provide references from (3) three organizations for whom the vendor filled at least ten (10) vacancies per month within the past 12 twelve months.

**PEAK PERIOD AND/OR SPECIAL PROJECTS RECRUITMENT**

The vendor must have in place a plan for volume recruiting. Provide three (3) instances where you have been creative and/or proactive in filling customer needs. What were your results? Documentation must be provided for past successful recruitment projects. Indicate the number of people recruited for each project, the skill sets represented by the recruited individuals and the companies that benefited from the recruitment efforts, including a contact person.

**TIMESHEET RETRIEVAL AND PAY CHECKS**

Temporary employees working at the City of Tulsa often are located at multiple worksites, spread out all through out the city. The vendor must describe its plan for timesheet retrieval and a plan for delivering paychecks. The vendor must also describe the process it has for issuing paychecks for employees when timesheets are missed for normal processing.

**INVOICING PROCESS**

The requesting supervisor shall have the option of either reviewing the vendor invoice prior to payment or having the invoice sent directly to the designated department invoice processor. What system do you have in place, or can you put in place, that will sort invoices per request on each individual workorder.

**REQUIRED REPORTS**

The vendor must have the capability to forward a monthly report in MS EXCEL via e-mail by the 5<sup>th</sup> of each month. The following are required elements of these reports:

Report must contain-department name, section name, supervisor name, employee name, classification (job title), employee pay rate, bill rate, current hours and year to date hours in current position. Each pay period should be listed separately and each month will be on a separate tab and must have cumulative hours on the main report. All cumulative reports will use the City's fiscal year which is July 1<sup>st</sup> – June 30<sup>th</sup>

A sample copy of the EXCEL reports the vendor will supply must be included with the bid. Prior to the award of the bid, the vendor must demonstrate its ability to e-mail the document to us.

**AFTER HOURS SERVICES**

Some city departments may require temporary employees to work after normal business hours. What process do you have in place to address temporary services that are conducted after normal business hours?

**OTHER SERVICES**

Describe other services the vendor can supply that would be of benefit to the City of Tulsa.

**F. SERVICES OFFERED TO TEMPORARY EMPLOYEES**

**BENEFITS / MEDICAL**

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Some option for medical benefits must be provided. Describe your medical benefits. Provide the information given to the candidate.

**BENEFITS / VACATION-HOLIDAY**

Some plan for vacation and holiday benefits must be provided to candidates. Describe your vacation and holiday benefits. Provide the employee document describing these benefits.

**TRAINING PLANS/SERVICES OFFERED TO TEMPORARIES**

Describe the training plans/services available to your employees that would assist them in gaining additional job skills. Would the employees be able to utilize these services outside of normal working hours?

**BENEFIT ACCRUAL ROLLOVER**

Please describe in detail the practice you use to transfer accrued employee benefit eligibility hours if a contract is awarded to your organization.

**OTHER BENEFITS**

Describe any other benefits offered to temporary employees, such as child care, stock options, bonus plans, etc.

4. **ANALYSIS OF PROPOSALS**

Each bid will be subjected to review by a selection panel consisting of a representative(s) from the City of Tulsa Purchasing Department, the City of Tulsa Human Resources Department and at least one other representative. The panel will compare and contrast the information provided by the vendors category by category.

In broad terms, the Temporary Bid Selection Panel will be evaluating the bid on the following criterion:

- Cost of the service to the City of Tulsa
- Quality of service to the City of Tulsa
- Quality of service to the temporary employee
- Quality of administrative support service to the City of Tulsa

The following items will be evaluated by the panel:

- A. Mark-Up Rate
- B. Payrolling Rate
- C. Drug Testing and criminal background check process and costs
- D. Assessment/Selection Services
  - Structural interviewing of candidates
  - Assessment/evaluation process
  - Retrieval/selection process
  - Credential verification process
  - No cost criminal and sex offender checks
  - Reference checking process
- E. Services Offered to the City
  - Response time
  - Vendor size and capabilities
  - Affirmative Action Plan
  - Three vendor references
  - Peak period and /or special projects recruitment
  - Time sheet retrieval and pay checks
  - Invoicing process
  - Monthly report
  - After hours services
  - Other services

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- F. Services Offered to the Temporary Employees
- Benefits: medical
  - Benefits: vacation / holiday
  - Training plans / services offered to temporaries
  - Benefit accrual rollover
  - Other benefits: childcare, stock options, bonus plan

Attachment A, Scorecard, shows the categories and the maximum points to be assigned.

Cost items are:

- Percentage Mark-Up Rate
- Percentage PAYROLL BILL RATE
- Drug testing-Cost per test
- Criminal Background Checks- Percentage PAYROLL BILL RATE

Mark Up (Percentage Mark-Up Rate) and Payroll (Percentage Bill Rate)

Bill to enter

**5. ECONOMY OF PREPARATION**

Proposals should be prepared simply, providing a straightforward concise description of vendor capabilities and services that are available to both the temporary employee and to the City of Tulsa that will satisfy the requirements of this invitation for bid. We prefer that you address each criterion separately and in the order presented in this bid. Emphasis should be on completeness and clarity of content.

Vendors should respond to each line item in each category in the order listed in this bid. Vendors will not receive credit in a category if they choose not to respond to every line item service in the category. Documentation must be provided to substantiate the service and /or the quality of the service for every line item. The documentation provided will be evaluated by the selection panel for the quality of each specific line item service. After the initial review of bids, the vendors appearing to best meet the needs of the City may be invited to make formal presentations of the services provided by their organization. After the presentations, the selection panel will re-evaluate the credit given for each category. The purpose of the presentations will be to evaluate and to verify the quality of the line item services. The selection committee may visit vendor's site before the final selection is made.

**TO ASSIST YOU WITH YOUR PREPARATION, WE HAVE PROVIDED A CHART (EXHIBIT A) THAT CONTAINS THE FOLLOWING:**

- City of Tulsa pay grades.
- The base pay to be paid a temporary LT employee for each pay grade.
- The number of hours worked in each classification during FY-04.
- Examples of classifications that were used during FY-04. Additionally, we have provided you with complete classification descriptions for the positions that were most often used. Other classification descriptions are available upon request.

NOTE: Only provide us with percentage quotes for both mark-up and payrolling.

**6. ADDITIONAL CONTRACT PROVISIONS**

The City of Tulsa's Human Resources Department is the contract administrator for each contract resulting from this invitation for bid.

All requests for temporary employees for existing classifications will be made by the hiring supervisor. A Temporary Contract Procedures Manual will be forwarded to vendors awarded the contract.

If an employee provided by the vendor proves to be unsatisfactory for any reason, the City of Tulsa shall have the right to request an immediate replacement. If after two attempts the vendor is unable to provide a satisfactory employee as specified in this invitation for bid, the City reserves the right to go to the back-up vendor.

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In addition, if the City is not satisfied with the performance of a temporary worker within the first eight hours of work, the City shall notify the contractor within 24 hours and the City will not be billed for the unsatisfactory temporary employee.

All temporary employees must meet the minimum requirements (including education and experience) for the position and credentials verified by vendor. If an official job description is not submitted to the vendor with the work order, it is the vendor's responsibility to obtain official job description from supervisor or contract administrator.

The City of Tulsa will provide the vendor(s) with pay rates for each classification. It is the responsibility of the vendor to pay within stated guidelines. Any exception would need to be authorized in advance by the City of Tulsa personnel director or designee.

Any individual previously employed by the City of Tulsa that desires re-employment with the city as a temporary employee **must** be approved by the City of Tulsa Personnel Director or designee prior to placement.

Any temporary employee who was previously terminated by the Temporary Agency **must** receive approval from the City of Tulsa Personnel Director or designee in order to be considered for another temporary employment opportunity.

The vendor must email the contract administrator the name of any temporary employee dismissed from service and the reason for the dismissal. This notification must occur within a two day timeframe.

The City of Tulsa shall have the right to survey temporary employees in regard to working conditions, employment matters, etc.

The vendor must obtain approval of the City of Tulsa Personnel Director or designee in advance for placement of any temporary employee that has a criminal misdemeanor or criminal felony on their record. The vendor must provide employee name, nature of offense(s) and desired position of placement. (Traffic convictions included, for employees that are placed in positions that require driving).

Positions that fall within a progression may be filled only at the beginning pay grade, e.g., Crew Worker I and Crew Worker II may only be filled at the Crew Worker I level. Any exception must be approved through the City of Tulsa personnel director or designee.

Labor and trade positions normally require a commercial driver's license (CDL) class A or B license. Vendor must provide a copy of this CDL license to the contract administrator and hiring supervisor. If a hiring supervisor wants to hire an individual for a position normally requiring a CDL A or B and that person does not have one, s/he can be hired in a Maintenance or Crew Worker Helper position. The individual will be restricted from driving.

The City of Tulsa has a restriction (of 1000 hours) on the number of hours a temporary employee may work for the city within a fiscal year. It will be the responsibility of the vendor to ensure that no employee exceeds this 1000 hour limit. The vendor must notify the contract administrator and hiring supervisor if an employee is approaching the 1000 hour limit.

The Parties agree that the City of Tulsa may wish to hire temporary employees in permanent positions at any time and without penalty or fee. Vendor shall not limit or prohibit its employees from accepting offers of permanent employment from City.

Vendor understands and agrees that all temporary personnel provided by vendor pursuant to this agreement shall receive the same employee benefits at the same levels as vendor's other employees, and vendor shall make no distinction between its employees who are referred to it by the city (e.g. "payrolled" employees) and its other employees for benefits purposes.

Invoices should be mailed or delivered to individual(s) designated by requesting supervisor. Vendor must

	<p style="text-align: center;"><b>Invitation For Bid TAC003D</b> <b>Temporary Personnel Services</b> <b>Human Resources Department</b> <b>Issued: December 9, 2010</b></p>	<p style="text-align: center;"><b>City of Tulsa,</b> <b>Oklahoma</b> Page 25 of 29</p>
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have process in place to sort and deliver invoices on a per order basis.

No person shall be excluded from participation or consideration in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the contractor on the grounds of race, color, religion, sex, age, disability or national origin. The vendor shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all candidates, notices of non-discrimination. All employment advertisements or solicitations placed by the contractor or on behalf of the contractor shall state that such contractor is an equal opportunity employer. Please provide a statement that would reflect such EOE compliance.

Vendor agrees to comply with all applicable rules, regulations and policies of the City of Tulsa.

The inclusion by vendor of contract exceptions in its proposal will result in a non-responsive bid and its bid will not be considered. If vendor has exceptions or concerns about the bid specifications those concerns must to be brought to **the attention of the Purchasing department** before the due date for bids.

NOTE: The City of Tulsa reserves the right to use specialized temporary vendors when no qualified applicants are available through contracted vendor. Some examples include credentialed specialties in the medical, financial, legal and information technology fields.

If you see anything in these specifications that prevent you from bidding, please email the project buyer ([byoungblood@cityoftulsa.org](mailto:byoungblood@cityoftulsa.org)) with details and recommendation.

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**EXHIBIT A  
BID FORM INCLUDING DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

\_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**2. Pricing**

**I. \*\* FY'11 LABOR/TRADES PRICE SHEET SUMMARY**

<b>PAY GRADE</b>	<b>TEMP BASE</b>	<b>EXAMPLES OF CLASSIFICATION</b>	<b>Percentage MARK-UP RATE</b>	<b>Percentage PAYROLL BILL RATE</b>
LT-12	\$8.43	MAINTENANCE HELPER		
LT-13	\$9.52	MAINTENANCE WORKER I CUSTODIAL WORKER I CREW WORKER HELPER		
*LT-13a	\$10.48	CREW WORKER HELPER- UCS		
LT-14	\$9.92	CREW WORKER I		
LT-14 MR	\$10.42	METER READER		
*LT-14a	\$10.92	CREW WORKER I- UCS		
LT-15	\$10.84	EQUIPMENT OPERATOR I		
LT-16	\$12.42	AUTOMOTIVE STOREKEEPER MAINTENANCE MECHANIC I		
LT-17	\$13.68	CREW LEADER II		
LT-18	\$15.25	STATIONARY ENGINEER II ELECTRICIAN I		
LT-19	\$16.09	MECHANICAL JOURNEYMAN		
SE-1	\$7.25	SEASONAL LABOR P & REC		
SE-2	\$7.26	SEASONAL LABOR PUBLIC WORKS		
AO-1	\$15.41	AIRPORT SAFETY OFFICER		
AO-2	\$30.81	CHECKPOINT OFFICER		

\*UNDERGROUND COLLECTIONS ENTRY PAY RATES ONLY

**\*\* This FY'11 pay chart will remain in effect until the City provides an update in writing.**

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**II. \* FY'11 OFFICE/TECHNICAL/PROFESSIONAL PRICE SHEET SUMMARY**

PAY GRADE	TEMP BASE	EXAMPLES OF CLASSIFICATION	Percentage MARK-UP RATE	Percentage PAYROLL BILL RATE
OT-13	\$7.25	Office Assistant I		
OT-14	\$7.86	Cashier		
OT-15	\$8.81	Office Assistant II		
EC-00	\$8.93	Public Safety Operator		
OT-16	\$9.97	Account Clerk Specialist		
EC-01	\$11.16	PS Telecommunicator I		
OT-17	\$11.40	Office Administrator I		
EC-02	\$11.71	PS Telecommunicator II		
OT-18	\$12.85	Office Administrator II		
EC-03	\$13.20	PS Telecommunicator III		
OT-19	\$14.57	Electrical Inspector		
IT-20	\$12.60	Programmer Apprentice		
EX/AT/AC-23	\$14.19	Council Admin Aide		
EC-04	\$14.24	PS Telecommunicator IV		
IT-23	\$13.93	Programmer I		
EX/AT/AC-28	\$14.85	Engineer I Accountant I		
IT-28	\$16.10	Sr Graphics Specialist		
EX/AT/AC-32	\$16.43	Office Services Supv Forensic Scientist I		
IT-32	\$18.16	CADD System Tech		
IS-23	\$14.87	No Job Description		
IS-28	\$16.39	No Job Description		
IS-32	\$18.16	Zoo Exhibit Designer		
EX/AT-36	\$18.22	Landscape Architect Budget Analyst II		
IT-36	\$20.14	Programmer Analyst		
IS-36	\$20.14	Data Processing Supervisor		
EX/AT-40	\$20.45	Planner III Legal Coordinator		
IT-40	\$22.61	Systems Analyst		
IS-40	\$22.61	Radio Servs Resources Mgmt S. Hd		
EX/AT-44	\$22.59	Cash Manager Spec Facilities Mgr		
IS-44	\$24.98	Sr Business Analyst		
IS-48	\$29.71	Computer Support Manager		
IS-52	\$32.39	Police Information Resources Mgr.		
IS-56	\$35.26	No Job Description		
IS-60	\$38.83	No Job Description		
IS-65	\$42.70	Dir. Telecom.& Info Systems		
EX/AT-48	\$26.87	Lead Engineer		
EX-52	\$29.30	Senior Curator		
EX-56	\$31.92	Controller		
EX-60	\$37.11	Asst. Dir. Of Public Works		
EX-65	\$39.30	Fire Chief		
EX-71	\$44.21	Dir. Of Public Works		
	\$7.25	Intern I/HS		
	\$7.50	Intern II/HS		

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	\$10.00	Intern I/College		
	\$11.00	Intern II/College		
	\$12.00	Intern III/College		

**\*This FY'11 pay chart will remain in effect until the City provides an update in writing.**

**III. \*FY'11 PARK & RECREATION INSTRUCTOR PRICE SUMMARY SHEET (EXCLUSIVELY)**

PAY GRADE	TEMP BASE	# HOURS (FY 03-04)	DESCRIPTION	Percentage MARK-UP RATE	Percentage PAYROLL BILL RATE
LEVEL -I	\$8.00	1,913	No prior work experience. Must be at least 16 years of age		
LEVEL-II	\$8.00	786.00	Performs routine duties, limited work experience.		
LEVEL-III	\$10.00	990.00	Having particular, but limited abilities. Those abilities being adequate to perform given tasks. Semiskilled; swim instructor, ceramics, slimnastics, coach. Teaching experience at least 1 year. Work within competing job market.		
LEVEL-IV	\$12.00	2,250.25	Having special abilities, acquired over time and with practice or study which enables a person to perform on a wide variety of levels. Teaching experience at least 2 years. Skilled; dance, gymnastics, aerobics, referees. Work within competing job market.		
LEVEL-V	\$14.00	2,373.15	Having special abilities, teaching experience at least 3 years, job experience at least 3 years. Work within competing job market.		
LEVEL-VI	\$17.00	1,489.75	Having special abilities, teaching experience at least 4 years, job experience at least 4 years. Work within competing job market.		
LEVEL-VII	\$20.00	4,413.95	Same as Levels III – VI except with 6 years of experience and 5 years teaching experience. Verification of skill level training or ranking is mandatory. Work within competing job market.		
LEVEL-VIII	\$25.00	889.00	8 years of experience and 6 yeas teaching experience. Work within competing job market.		
LEVEL-IX	\$35.00	0	Same as Level VIII except with 11-15 years experience and 8 years teaching experience. Verification of skill level training or ranking is mandatory. Work within competing job market.		

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LEVEL-X	\$50.00	62.50	Having very specialized or developed abilities required by the very special nature of given tasks and/or necessary due to the level at which the abilities are applied. Special skills may be acquired over many years of lessons and/or practice. Professionals: soccer star, renowned artist. Work within competing job market		
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**This FY'11 pay chart will remain in effect until the City provides an update in writing.**

**Drug Testing - Cost per test :** \$ \_\_\_\_\_  
**Criminal Background Checks – Cost per check:** \$ \_\_\_\_\_

\*

\*Or equal acceptable (See technical specifications)

Bidder's Company Name \_\_\_\_\_

**Authorized Signature Here ►** \_\_\_\_\_

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

**[RETURN THIS ENTIRE BID PACKET](#)**

