

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER RS900413	OPENING DATE (1:00 p.m.) MAY 9, 2012	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC153	BID NOTICE DATE APRIL 18, 2012	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
BUILDING IMPROVEMENTS PROJECTS FOR \$2500.00 OR LESS			
TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/12</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/14</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 02/2011, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

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

REQUIRED CERTIFICATION FOR BIDDING

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

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

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

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

B. OHIO PREFERENCE (BUY OHIO):

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



C. E.D.G.E. DESIGNATION

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

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

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

The Bidder being awarded this Contract must:

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS

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

MINORITY SET ASIDE: It is necessary for the participating agency to purchase the supplies or services from a certified Minority Business Enterprise to meet the requirements of Ohio Revised Code Section 125.081. The aggregate value of the amount of these purchases exempted from this Contract, for purposes of Revised Code Section 125.081, will not exceed fifteen percent (15%) of the aggregate value of the Contract.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code.

To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted without prior approval by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, the responsible business contacts therein, and the specific detail of the subcontracted work to be performed. No Contractor shall engage a subcontractor for work on State property or projects without the prior written approval of the Site Facility Manager or authorized designee.

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

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contract provider for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gail Harper.

SPECIAL CONTRACT TERMS AND CONDITIONS

BUSINESS REFERENCES: All Bidders shall submit with their Bid, a list of at least three (3) companies and/or organizations with which they have had recent (within two [2] years) building improvement service contracts. This list shall include the name and phone number of a contact person who will be familiar with the Bidder's job performance and also the dates when the service was performed. The State may elect to verify the Bidder's experience based upon the list of business references submitted and any other sources which the State deems appropriate.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions, Terms and Conditions for Bidding".

Low lot total will be determined by multiplying Estimated Hours by Price per Hour for Standard Work Hours (Weighted 90%) and then multiply Estimated Hours by Price per Hour for Non-Standard Work Hours (Weighted 10%) with the exception of the Painters category. Painters will have Estimated Hours by Price per Hour for Standard Work Hours (Weighted 10%) and then multiply Estimated Hours by Price per Hour for Non-Standard Work Hours (Weighted 90%). All totals will be added together to arrive at a low lot total for all items.

Example for all positions except Painter: (Estimated Hours for Finish Carpenter 600 x Price per Hours for Standard Work Hours \$25 x Weight 90%) + (Estimated Hours for Finish Carpenter 600 x Price per Hour for Non-Standard Work Hours \$35 x Weight 10%) = \$15,600.

Bidders can elect to bid on one (1) or more Districts. Each District will be awarded separately. Failure to Bid all items within a District will result in Bidder disqualification.

CONTRACT AWARD: The Contract will be awarded by District to the lowest responsive and responsible Bidder by low lot total.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS

BACKGROUND CHECKS: A complete and thorough background check, at the agency's expense, will be performed on all persons employed by the Contractor for this Contract. An extensive investigation will be conducted by the Ohio Highway Patrol prior to assignment of Contractor staff to the Contract locations.

1. Criteria for personnel record checks: Background checks will be performed to determine if current or potential employees of the Contractor have any type of convictions in the following areas:
 - a) Any record of violence, domestic or otherwise;
 - b) Drug-related convictions,
 - c) Theft.
2. Those Contractor employees or potential Contractor employees with felony convictions or other criminal records, unless specifically approved by the agencies, will not be permitted to be employed at the Contract locations.

MATERIAL SAFETY DATA SHEET: The Contractor shall provide a Material Safety Data Sheet (MSDS) for any hazardous chemical that he brings onto the facility property for the performance of this Contract. The MSDS shall verify the Contractor's compliance with OSHA's Hazard Communications Standard 29 CFR 1910.1200. The MSDS shall be given to the facility contact person prior to use of the hazardous chemical on the facility property.

OHIO UTILITIES PROTECTION: By law, everyone must contact the Ohio Utilities Protection Service (1-800-362-2764), at least 48 hours but no more than 10 working days (excluding weekends and legal holidays) before beginning any digging project (see Ohio Revised Code sections 3781.25 to 3781.32).

CONSTRUCTION LAW: All work performed under this Contract is subject to the applicable limitations set forth in Section 153 of the Ohio Revised Code.

WARRANTY: All work performed by the Contractor must be warranted free from defects and poor workmanship for one calendar year from completion date. In the event that warranty failures are documented, the Contractor will remedy with appropriate action.

RENTAL EQUIPMENT: The Contractor must receive written prior approval from the Agency/Facility Services Manager authorizing use of rental equipment and the number of days it will be used. In order to be reimbursed, the Contractor must provide a bill or invoice from the rental company designating the cost and time frame of the rental. Contractor agrees to assume all responsibility and agrees to indemnify and hold the agency harmless for any and all claims, actions, damages, or losses which may be brought for any claim arising from, or in connection with, operation of said rental equipment by the Contractor.

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

SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER 2011-12K: Governing the Expenditure of Public Funds for Offshore Services: See Standard Affirmation and Disclosure Form below.

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

GENERAL SPECIFICATIONS

I. SCOPE

This Contract is available to All State Agencies and Cooperative Purchasing Members. The Ohio Department of Public Safety will begin using this Contract upon inception.

The purpose of this Contract is to provide all labor, tools, equipment, incidentals and supervision required in the performance of the public improvement needs that may be required. All work shall be in accordance with the specifications, terms and conditions contained herein.

This Contract is for jobs totaling \$2500.00 or less. The work may include, but is not limited to, the following: painting of interior walls, patching plaster and drywall, installation and removal of cove base, dismantling, rearranging and reassembly of de-mountable wall systems, installation or relocation of cloth partitions, installation and repair of windows, installation of electrical circuits, electrical and plumbing repairs and installations, welding and fabrication of steel as required, repair and installation of suspended ceilings, relocation and/or reconfiguration of furniture (including modular furniture) and office equipment within buildings, drywall installation, rough and finish carpentry, dismantling or construction of metal and/or wood stud-walls with gypsum board or other specified materials, repair of concrete floors, curbs, sidewalks and driveways, installation and removal of carpeting, installation and removal of commercial doors, door hardware and doorframes, and minor roof, downspout and gutter repair. This Contract is intended for building improvements required by agencies that are conceptually separate and unrelated to each other, or that encompass independent and unrelated needs.

This building improvement Contract is for a number of site locations as stipulated above. It is imperative that the Bidder awarded a contract be capable of fielding more than one improvement team simultaneously. Planning will alleviate many anomalies that may occur among known tasks that have to be accomplished. However, it is impossible to ascertain beforehand the exact nature of the task for all projects that may occur and thus the skill set(s) that might be required for a particular team to accommodate a given project.

The Bidder awarded a contract for this building improvement initiative must have access to personnel assets, and/or have a personnel base that can accommodate no less than the fielding of three teams simultaneously, two of which may be assigned to similar tasks. Team size will depend upon the nature of the project to be accomplished. Historically, team sizes have varied from one (1) person for minor building/fixture repair, to seven (7) persons for concrete repairs. Each individual project will not be in excess of the current prevailing wage threshold levels for (Repair) or (New Construction).

Except for painting, all work under this Contract is intended to be completed between the hours of 8:00 A.M. to 5:00 P.M., Monday thru Friday. Most painting projects will be done at times other than 8:00 A.M. to 5:00 P.M., Monday thru Friday. Work during times other than these hours or days of the week must be prearranged. There is a chance that emergency services will be needed.

There is no guarantee that the Contractor will be called for work.

This Contract will be awarded by District. A Bidder may Bid one or more Districts, but must Bid all positions within a District.

II. PROCESS OVERVIEW

The following requirements must be met by the Contractor upon notification by the agency of a required project:

- A. Twenty four (24) hour response time from first notification by the agency to schedule a walk-thru for a specific project.
- B. Five (5) day response from date of walk-thru to present a written job plan which shall include:
 1. Estimated material list
 2. Estimated start date
 3. Estimated completion date
 4. A list of what trades shall be on the job
 5. Project schedule if required by the agency
 6. Prepare scope and develop work project concepts based upon specific project requirements with the agency personnel for review by Facility Management
 7. Estimated project cost which must have separate line items for labor and materials and include an itemized bill of materials

GENERAL SPECIFICATIONS (Cont'd.)

8. Coordinate a minimum of three (3) material cost proposals as requested by Agency
9. When requested and approved by the agency, use of an on-the-job supervisor
10. Site preparation plan when required by the agency
11. Site cleanup and disposal plan when required by the agency

Note: All materials, supplies and parts etc. that become a part of the finished project will be paid for by the agency. All unused items are the property of the agency and shall be left at the work site, cleaned up and stored properly in a place designated by the agency.

III. GENERAL REQUIREMENTS

A. Payroll records

Payroll records kept in accordance with Ohio Revised Code, Section 4115.07, shall be open to inspection of authorized representatives of the Agency's Director. Upon completion of the work and prior to the final payment, the Contractor shall submit an affidavit stating that wages have been paid in conformance with the minimum rates set forth in the Contract for construction of the project. Records for prevailing and non-prevailing wage work must be segregated.

B. Work Commencement

Contractor shall not commence work without prior approval of work order either verbal or written as directed by the agency.

C. Background Checks and Submittal requirements

The Contractor will be required to provide employee background information for security checks. All employees must sign-in and sign-out during work performed as a verification of man-hours spent on each project. All background checks must be submitted and approved prior to the Contract employee start date. All Contractor personnel must conform to applicable agency work rules.

Bidders will have five (5) working days, upon notification from Procurement Services, to submit a list of employees who will be assigned to the contract location and all replacement employees who may be used in case of sickness, vacations, and turnover. Failure to provide required documentation within five (5) working days may deem your Bid non-responsive and no further consideration for potential award will be given. Bidders should submit a quantity of names that accounts for attrition in the personnel record check process. Each individual check may take up to at least two weeks for completion.

Bidders must identify the number of individuals needed to begin the Contract and said number must be approved from the list of employees submitted above within three weeks after notification from Procurement Services.

D. Quality of Work

Work is to be performed by properly trained personnel and shall conform to the best professional standards, including clean-up at the end of each work session.

E. Operational Personnel

Bidder shall indicate below the names of operational personnel with the authority to make decisions. Indicate their phone number, fax number, e-mail address. These individuals must be available during the hours that building improvement services are being performed. Constant communication must be maintained between the Contractor and the agency contact person. The agency may provide on-site supervisor/designee with two-way radio as a standard form of "on site" communication.

F. Invoices

The Contractor will invoice within 30 days of completing project.

GENERAL SPECIFICATIONS (Cont'd.)

If Bidder has more than one contact person, duplicate form as necessary.

Monday through Friday		Saturday, Sunday & Holidays	
Name		Name	
Phone Number		Phone Number	
Cell Number		Cell Number	
Fax Number		Fax Number	
E-Mail Address		E-Mail Address	

G. Guarantee

All work and completed projects shall be guaranteed for a minimum period of twelve (12) months for workmanship.

H. Clean-up

Clean-up must be performed on a daily basis. The Contractor must place or dispose of materials in agency provided locations and/or dumpsters. If the project requires a separate dumpster, it is the responsibility of the Contractor to secure the dumpster at an agency approved site. The cost of the dumpster will be a line item in the project proposal.

I. Permits

Permits may be required for various projects and the responsibility may be assigned to the Contractor and/or the agency. When such responsibility is assigned to the Contractor, the cost will be itemized in the project proposal.

J. Floor plans

The agency will provide project and floor plans as required. The Contractor may be requested to assist in plan development.

K. Immediate Emergency response

Immediate emergency response for the following listed trades shall be within four (4) hours of notification: plumber, roofer, journeyman electrician, and carpenter.

The measurement will be; time of call to time of sign-in. Failure to meet the immediate emergency response provision shall result in late arrival charges equal to twice the hourly rate quoted, for the particular trade required, for each hour past the required within-four-hours response time. If the Contractor is requested during Standard Hours then Standard Hours rates will apply. If the Contractor is requested during Non Standard Hours then Non Standard Hours rates will apply.

IV. SPECIFIC REQUIREMENTS

A. Painting and Wall Repair Statement of Work

The Contractor will provide painting and wall repair services in accordance with standard trade practices, terms and conditions. The Contractor must verify square footage of each job on the site. The Contractor will provide all tools, equipment and expendable items that are required to perform the work. Paint will be supplied by the agency. If specialized equipment is needed by the Contractor arrangements must be made with the agency for reimbursement of costs. All work will fall outside regular working hours daily 8 A.M. to 5 P.M., Monday thru Friday, unless otherwise requested. The building will be available on weekends for painting work. Any work that is to be performed during normal work hours must be scheduled and agreed upon with the facility manager. The agency intends to provide all paint materials required by the Contractor.

B. When requested by the agency, the Contractor will provide "As Built" (Red Line) Drawings on completed projects.

C. Coordination of work, of those trades involved in each project (regardless of contractual obligations), will be the responsibility of the Contractor.

D. The Contractor will provide a documented safety plan with each project.

THE OHIO DEPARTMENT OF PUBLIC SAFETY (ODPS) SPECIFICATIONS

Items I. thru III. are specific to Public Safety. All other Specifications, Terms and Conditions listed elsewhere in this Contract also apply.

I. SERVICE LOCATIONS FOR ODPS - ALL CURRENT LOCATIONS ARE IN DISTRICT 6

ODPS Shipley Building (ODPS Headquarters) 1970 W. Broad St. Columbus OH Contact: Dan Davies (614) 995-3713	ODPS Alum Creek Facility 1583 Alum Creek Drive, Columbus OH Contact: Dan Davies (614) 995-3713
The Centre School 1952 W. Broad St. Columbus OH Contact: Dan Davies (614) 995-3713	Ohio State Highway Patrol Training Academy (OSHP) 740 E. 17 th Ave, Columbus OH Contact: S/Lt Tony Bradshaw (614) 728-8885
Emergency Management Agency 2855 W. Dublin-Granville Rd, Columbus OH Contact: Stephen Rosner (614) 889-7166	

The Contractor shall not commence work without prior approval of work order, either verbal or written, as directed by the contact person for each facility.

II. BACKGROUND CHECKS

The Contractor must insure that each individual in their workforce completes a background information form. Once approved, the individual will receive a badge for access to work spaces and be required to complete a daily attendance log.

III. ODPS SPECIFIC REQUIREMENTS

A. Painting and Wall Repair Statement of Work

ODPS intends to have painted an annual minimum average of 62,000 square foot of interior wall space, in the Columbus, Ohio, facilities. The annual square foot total is composed of the above typical surfaces and finish. A typical project size scheduled for painting at one time will usually be more than 2,000 square feet. There will be some selected projects that will be less than 2000 square feet,(i.e., one office because of occupants moving and availability).

B. All Projects will be assigned a number by ODPS and that number will be referenced in all correspondence including invoices etc.

C. The Contractor will invoice by ODPS project number and within 30 days of completing the project.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.)

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, may be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your Bid not responsive.

PRICE SCHEDULE

DISTRICT 1				DISTRICT 2				DISTRICT 3			
Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours
Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____
Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____
Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____
Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____
Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____
Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____
Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____
Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____
Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____
Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____

For evaluation purposes, Painter Non Standard Work Hours will be calculated at 90% of the Estimated Hours and Standard Work Hours will be calculated at 10% of the Estimated Hours. For all other positions, Standard Work Hours will be calculated at 90% of the Estimated Hours and Non Standard Work Hours will be calculated at 10% of the Estimated Hours.

Failure to Bid all items within a district will result in Bidder disqualification.

PRICE SCHEDULE (Cont'd)

DISTRICT 4				DISTRICT 5				DISTRICT 6			
Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours
Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____
Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____
Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____
Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____
Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____
Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____
Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____
Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____
Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____
Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____

For evaluation purposes, Painter Non Standard Work Hours will be calculated at 90% of the Estimated Hours and Standard Work Hours will be calculated at 10% of the Estimated Hours. For all other positions, Standard Work Hours will be calculated at 90% of the Estimated Hours and Non Standard Work Hours will be calculated at 10% of the Estimated Hours.

Failure to Bid all items within a district will result in Bidder disqualification.

PRICE SCHEDULE (Cont'd)

DISTRICT 7				DISTRICT 8				DISTRICT 9			
Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours
Finish Carpenter	600	\$_____	\$_____	Finish Carpenter	600	\$_____	\$_____	Finish Carpenter	600	\$_____	\$_____
Journeyman Electrician	200	\$_____	\$_____	Journeyman Electrician	200	\$_____	\$_____	Journeyman Electrician	200	\$_____	\$_____
Apprentice Electrician	200	\$_____	\$_____	Apprentice Electrician	200	\$_____	\$_____	Apprentice Electrician	200	\$_____	\$_____
Plasterer	800	\$_____	\$_____	Plasterer	800	\$_____	\$_____	Plasterer	800	\$_____	\$_____
Laborer	100	\$_____	\$_____	Laborer	100	\$_____	\$_____	Laborer	100	\$_____	\$_____
Roofer	100	\$_____	\$_____	Roofer	100	\$_____	\$_____	Roofer	100	\$_____	\$_____
Plumber	100	\$_____	\$_____	Plumber	100	\$_____	\$_____	Plumber	100	\$_____	\$_____
Supervisor	500	\$_____	\$_____	Supervisor	500	\$_____	\$_____	Supervisor	500	\$_____	\$_____
Mason	400	\$_____	\$_____	Mason	400	\$_____	\$_____	Mason	400	\$_____	\$_____
Painter	1000	\$_____	\$_____	Painter	1000	\$_____	\$_____	Painter	1000	\$_____	\$_____

For evaluation purposes, Painter Non Standard Work Hours will be calculated at 90% of the Estimated Hours and Standard Work Hours will be calculated at 10% of the Estimated Hours. For all other positions, Standard Work Hours will be calculated at 90% of the Estimated Hours and Non Standard Work Hours will be calculated at 10% of the Estimated Hours.

Failure to Bid all items within a district will result in Bidder disqualification.

PRICE SCHEDULE (Cont'd)

DISTRICT 10

DISTRICT 11

DISTRICT 12

Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours	Position Title	Estimated Hours	Price per Hour for Standard Work Hours 8am-5pm M-F	Price per Hour for Non Standard Work Hours
Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____	Finish Carpenter	600	\$ _____	\$ _____
Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____	Journeyman Electrician	200	\$ _____	\$ _____
Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____	Apprentice Electrician	200	\$ _____	\$ _____
Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____	Plasterer	800	\$ _____	\$ _____
Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____	Laborer	100	\$ _____	\$ _____
Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____	Roofer	100	\$ _____	\$ _____
Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____	Plumber	100	\$ _____	\$ _____
Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____	Supervisor	500	\$ _____	\$ _____
Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____	Mason	400	\$ _____	\$ _____
Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____	Painter	1000	\$ _____	\$ _____

For evaluation purposes, Painter Non Standard Work Hours will be calculated at 90% of the Estimated Hours and Standard Work Hours will be calculated at 10% of the Estimated Hours. For all other positions, Standard Work Hours will be calculated at 90% of the Estimated Hours and Non Standard Work Hours will be calculated at 10% of the Estimated Hours.

Failure to Bid all items within a district will result in Bidder disqualification.

PRICE SCHEDULE (Cont'd)

Reimbursement for Rental Equipment and/or Contractor Materials.

Reimbursement to Contractor for Equipment Rental Equipment Rental Markup _____%	The agency will reimburse the Contractor on a case-by-case basis for the rental of specialty equipment to perform a job or task plus a markup. All rentals must be pre-approved by agency.
Reimbursement to for Contractor Materials Materials Markup _____%	The agency will reimburse the Contractor on a case-by-case basis for the purchase of materials required for the job or task plus a markup. See Process Overview in General Specifications

This page will not be used in the evaluation.

ATTACHMENT A



**FACILITY ACCESS REQUEST
 (NON STATE EMPLOYEE)**

EMPLOYEE RESPONSIBLE FOR INDIVIDUAL REQUIRING FACILITY ACCESS (ODPS / ODOT SUPERVISOR)

NAME OF SUPERVISOR		PHONE NUMBER () -		EXTENSION
AGENCY (ODPS / ODOT)		DIVISION		SECTION / OFFICE / UNIT
REQUEST ACCESS BE GRANTED TO (building / location) <input type="checkbox"/> ODPS <input type="checkbox"/> ODOT <input type="checkbox"/> CENTRE SCHOOL <input type="checkbox"/> OTHER				
TYPE OF ACCESS		<input type="checkbox"/> PICTURE ID ACCESS CARD WITH ACCESS RIGHTS <input type="checkbox"/> SIGN IN / SIGN OUT (VISITOR'S BADGE)		START DATE: / / END DATE: / /

INFORMATION ON INDIVIDUAL REQUIRING FACILITY ACCESS (to be completed by individual requiring facility access)

LAST NAME		FIRST NAME		MIDDLE INITIAL	ALIASES AND / OR MAIDEN NAME
DATE OF BIRTH / /		SOCIAL SECURITY # - -		DRIVER LICENSE # / STATE ID / PASSPORT	
PRESENT HOME ADDRESS			CITY	STATE	ZIP CODE
LIST ANY FELONY OR MISDEMEANOR CONVICTIONS IN THE PAST TEN YEARS AND DATE OF CONVICTION					
LIST THE PREVIOUS ADDRESSES YOU HAVE LIVED AT IN THE PAST TEN YEARS					
<p>I, _____, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE COMPLETE, TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH. I FURTHER UNDERSTAND THAT FALSIFYING INFORMATION ON THIS FORM, OR TAMPERING WITH A RECORD, MAY CONSTITUTE A CRIMINAL OFFENSE.</p>					
SIGNATURE					
x					

COMPANY INFORMATION FOR INDIVIDUAL REQUIRING FACILITY ACCESS

NAME OF COMPANY				
CONTACT NAME		PHONE NUMBER () -		EXTENSION
COMPANY ADDRESS		CITY	STATE	ZIP CODE

INFORMATION ON PERSON SUBMITTING FORM (if different from employee responsible for individual requiring access)

SUBMITTED BY	PHONE NUMBER () -	DATE / /
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