

REQUEST FOR PROPOSALS

DATE ISSUED: JUNE 1, 2012

The Ohio Department of Commerce, on behalf of the Ohio Board of Building Standards, is requesting proposals for:

Curriculum development and administration of web-based educational training on the updates to the Residential Code of Ohio effective January 1, 2013 and codified in Ohio Administrative Code Chapters 4101:8-1 through 4101:8-44 to be completed by approximately 2000 individuals certified by the Ohio Board of Building Standards

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PART 1 INTRODUCTION

A. PURPOSE

The Ohio Board of Building Standards (“Board”) within the Ohio Department of Commerce is seeking qualified entities to develop a web-based training program on the updates to the Residential Code of Ohio effective January 1, 2013 and codified in Ohio Administrative Code Chapters 4101:8-1 through 4101:8-44 to be completed by approximately 2000 individuals certified by the Board.

This Request for Proposals (“RFP”) provides details on what is required to submit a proposal and what will be required of the Offeror in the performing work. If an acceptable offer is made in response to this RFP, the Department of Commerce (“Department” or “Agency” or “State”) may enter into a contract (“Contract”) on behalf of the Board to have the selected Offeror perform the services specified in Part 3 of this RFP. If no offer is acceptable in response to this RFP, the Department of Commerce will not enter into any contract with the responders, and may pursue other alternatives.

B. BACKGROUND

The Board is charged with the duty to formulate and adopt, amend, modify or repeal rules of the Ohio Administrative Code governing the erection, construction, repair, alteration, and maintenance of all buildings or classes of buildings specified in section 3781.06 of the Revised Code, the construction and approval of industrialized units, the installation of equipment, and the standards or requirements for materials to be used in connection therewith, the installation, repair, and operation of boilers and unfired pressure vessels, and rules governing the design, construction, repair, alteration and maintenance of elevators. Further, the Board certifies local building departments in the State of Ohio and their personnel to enforce these rules. The Board certification and continuing education programs are designed to ensure that building department personnel certified by the Board are knowledgeable of the content and requirements of the building codes, including the Ohio Building Code, the Ohio Mechanical Code, the Ohio Plumbing Code, and the Residential Code of Ohio.

C. TIMELINE

The schedule for the RFP process is provided below. The Department may change this schedule at any time. Except for estimated dates marked “*” below, if the Department changes the schedule before the proposed due date, it will do so through an amendment to this RFP. After the proposal due date and before the award of the contract, the Department will make any schedule changes through the amendment process. The Department may make changes in the work schedule after the contract is awarded through the change order provisions in the contract. The Department may delete any task on the schedule below that it deems unnecessary. In all cases, changes in the schedule will be communicated to the offerors or contractor in writing or by electronic means unless otherwise provided in this RFP.

Unless clearly stated to the contrary, all tasks expected to be performed on or before a stated date or number of days after a triggering event must be completed before 5:00 p.m., Eastern Standard Time or Eastern Daylight Time as observed at Columbus, Ohio on that date in order to be considered completed on time. When specific times are given, they are Eastern Standard Time or Eastern Daylight Time as observed at Columbus, Ohio on that date. If any deadline occurs on a date on which the Department's Columbus office is closed for any reason the deadline shall be extended until 12:00 p.m. on the next business day on which the Columbus office of the Department is open.

RFP Issued:	June 1, 2012
Inquiry Period Begins:	June 4, 2012
Inquiry Period Ends:	June 29, 2012
Proposal Deadline:	July 2, 2012
Estimated Contract Award Notification*:	July 15, 2012

Any proposals or unsolicited proposal amendments received after the deadline will not be considered by the Department. An Offeror that mails its proposal must allow for adequate mailing time to ensure its timely receipt.

D. COSTS TO DEVELOP PROPOSAL

Costs for developing proposals are entirely the responsibility of the Offeror, and are not chargeable to the Department.

E. AMENDMENTS AND WITHDRAWALS

The Department may modify the RFP before the date established for submission of proposals. If the Department amends the RFP, an Offeror may amend its proposal within the time specified by the Department. No amendment or withdrawals of proposals will be permitted after the due date, except as expressly authorized by this RFP. Withdrawals must be made in writing.

F. PUBLIC RECORDS

All proposals and supporting materials submitted with the proposals are subject to Ohio's Public Records Act pursuant to section 149.43 of the Ohio Revised Code. Trade secrets and proprietary information should not be included in a proposal or supporting materials.

G. DEFICIENCIES

The Department may seek clarification of deficiencies in the proposal. The Department may waive any defects in any proposal or in the submission process if it is in the Department's interest and will not cause any material unfairness to other Offerors.

H. REJECTION

The Department may reject any proposal that is not in the required format, does not address all the requirements of the RFP, or that the Department believes is excessive in price or not cost effective.

I. CANCELLATION

The Department may cancel this RFP, reject all the proposals, or seek to work through a new RFP or other means.

J. COMMUNICATIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following people will represent the Department during the RFP process:

Todd Gable
Agency Procurement Officer
Ohio Department of Commerce
6606 Tussing Road
Reynoldsburg, Ohio 43068
Office: (614) 644-2328
todd.gable@com.state.oh.us

Communication Restrictions

From the release of this RFP until a proposal is selected and the Agreement is executed, prospective offerors may not communicate with any Department staff concerning this RFP except by inquiry made through the contacts listed above unless directed to contact a specific Department employee by the contacts listed above. This does not apply to communication during the evaluation process if the Department initiates the communication. If an offeror engages in any unauthorized communication, the Department may reject that offeror's proposal. Responsibility to respond to inquiries may be delegated at any time to any employee of the Department of Commerce at the discretion of the Department.

THE DEPARTMENT WILL NOT RESPOND TO ANY INQUIRIES MADE AFTER 5:00 PM EST ON JUNE 29, 2012.

The Department may reject any proposals or unsolicited proposal amendments that are received after the deadline. An offeror that mails its proposal must allow adequate mailing time to ensure its timely receipt. The Department may reject late proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its proposal. Once opened, proposals cannot be altered, except as allowed by the RFP.

PART 2: TERMS AND CONDITIONS

I: TIME OF PERFORMANCE

- 1.1 The services as stated in the Scope of Work shall be commenced on August 15, 2012 and concluded on or before June 30, 2013.
- 1.2 This Contract shall remain in effect until the work is completed to the satisfaction of Agency and until Contractor is paid, or until terminated as provided in Section III, Termination of Contractor's Services, whichever is sooner. This Contract shall be completed no later than the 30th day of June, 2013.
- 1.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire no later than June 30, 2013. Agency may renew this Contract on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.
- 1.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

II: CERTIFICATION OF FUNDS

- 2.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

III: TERMINATION OF CONTRACTOR'S SERVICES

- 3.1 Agency may, at any time prior to the completion of services by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 3.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination,

describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

- 3.3 Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not rendered services shall be refunded.
- 3.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services under this Contract. All such materials shall become and remain the property of Agency, to be used in such manner and for such purpose as Agency may choose.
- 3.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 3.6 Contractor may terminate this Contract upon 30 days prior written notice to Agency.

IV: RELATIONSHIP OF PARTIES

- 4.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 4.2 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.
- 4.3 While Contractor shall be required to render services described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 4.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

V: RECORD KEEPING

- 5.1 During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

VI: RELATED AGREEMENTS

- 6.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in the Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 6.2 If Contractor uses any subcontractors, each subcontractor must have a written agreement with Contractor. Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 6.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 6.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

VII: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 7.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 7.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- 7.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

VIII: NONDISCRIMINATION OF EMPLOYMENT

- 8.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, disability, military status, gender identity, or sexual orientation against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 8.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, disability, military status, gender identity, or sexual orientation
- 8.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

IX: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 9.1 The Deliverables provided by Contractor under Article I and Exhibit I shall become the property of the Agency. The Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. To the extent that any of the work performed under this Agreement would be copyrightable under the 1976 Copyright Act of the United States of America, as amended (the "Copyright Act"), such work shall be considered "work made for hire" as defined by the Copyright Act and any such material shall be the copyrighted property of the State. The State, and any person, agency or instrumentality providing financial assistance for the work performed under Article I and Exhibit I shall have an unrestricted right and authority to reproduce, distribute, modify, maintain and use the Deliverables in whole or in any part, and Contractor shall not obtain copyright, patent or other proprietary protection for the Deliverables in the United States or in any other country. To the extent that Contractor may obtain any copyrights, privileges and/or proprietary rights in the Deliverables, Contractor hereby relinquishes any and all such copyrights, privileges and proprietary rights in the Deliverables to the State. Contractor shall not include in any Deliverable any copyrighted or patented

matter, unless the copyright or patent owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted or patented matter in the manner provided herein.

- 9.2. Neither Contractor nor any of Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables, unless such disclosure is approved in writing by the State prior to application for the patent. In the event that such patent is obtained, Contractor shall, at the request of the State, provide the State written authorization for the State and any other person, agency or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.
- 9.3 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

X: LIABILITY

- 10.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 10.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 10.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 10.4 Contractor agrees, at its own cost, to procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by Agency. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to Agency at least thirty (30) days prior to the time such insurance is

required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name Agency and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify Agency not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

XI: COMPLIANCE WITH LAWS

11.1 Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XII: DRUG FREE WORKPLACE

12.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XIII: CAMPAIGN CONTRIBUTIONS

13.1 The Contractor hereby certifies that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

XIV: ENTIRE CONTRACT/WAIVER

14.1 This Contract contains the entire agreement between the parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties.

14.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

14.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

XV: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

15.1 Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.21 (H) and (I), to any

organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization” provided for at O.R.C Section 2909.33. Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement.

ARTICLE XVI: HEADINGS

16.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XVII: SEVERABILITY

17.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XVIII: CONTROLLING LAW

18.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XIX: SUCCESSORS AND ASSIGNS

19.1 The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the Agency. Any assignment or delegation not consented to may be deemed void by the Agency.

ARTICLE XX: FINDINGS FOR RECOVERY

20.1 Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE XXI: DEBARMENT

21.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is

found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE XXII: PROHIBITION AGAINST THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

- 22.1 The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order can be found at the following link:
<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>
- 22.2 The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
- 22.3 Termination, Sanction, Damages:
- a) If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States. The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.
 - b) If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages.
- 22.4 The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.
- 22.5 Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for

services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

ARTICLE XXIII: NATURE OF CONTRACT

- 23.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.
- 23.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 23.3 Contractor shall perform services and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 23.4 In the event of a cancellation of this Contract by Agency, Contractor shall be reimbursed in accordance with Article III., Termination of Contractor's Services. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 23.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or of the State of Ohio.

PART 3: SCOPE OF WORK

(A) **Duration:** The terms of the Agreement shall begin on the 15th day of August, 2012, and shall end on the 30th day of June 2013.

(B) **Overview:** On behalf of the Ohio Board of Building Standards (“Board”), the Contractor shall develop a web-based training program on the updates to the Residential Code of Ohio effective January 1, 2013 and codified in Ohio Administrative Code Chapters 4101:8-1 through 4101:8-44 to be completed by approximately 2000 individuals certified by the Board.

(C) **Deliverables:**

1. Customized curriculum on the updates to the Residential Code of Ohio effective January 1, 2013 and codified in Ohio Administrative Code Chapters 4101:8-1 through 4101:8-44 for the sections listed in Appendix A attached to this RFP. The Board retains all rights to the curriculum. Transfer of the curriculum to the Board in manner specified by the Board and in a format compatible with Microsoft Office programs. Such a transfer shall permit the Board to fully extract and manipulate the data provided without any limitations, including any further registrations, payment of fees or requirements to obtain proprietary software to access the data.
2. Web-based delivery of curriculum to approximately 2000 Board certified personnel and the general public on an https site in a format and with content as approved by the Board presented in 8 - ½ hour modules. The modules shall be available no later than November 15, 2012 unless another date is mutually agreed upon by the State and the Contractor. The general public will not be charged to view or complete the modules.
3. Create and submit reports to the Board electronically upon request listing the names and certification numbers of individuals who have successfully completed each module.
4. Issue certificates to individuals completing each module. There will be no cost assessed to an individual to obtain a copy of the certificate.
5. Transfer of the module content to DVD format and the reproduction of 10 ready-to-view DVDs.

(D) **Contractor’s Responsibilities:** The Contractor shall:

Develop Ohio-specific curriculum (“curriculum”) presenting the updates to the Residential Code of Ohio effective January 1, 2013 and codified in Ohio Administrative Code Chapters 4101:8-1 through 4101:8-44 to individuals holding Board certifications as code enforcement personnel. The curriculum shall summarize the changes to the sections listed in Appendix A. The curriculum shall be text-based with voiceover explanation and shall incorporate pictures, videos, and graphics. The contractor is encouraged to utilize video, pictures, illustrations, and graphics to facilitate understanding of the content. Any voiceovers or similar descriptive services shall highlight key points and ideas, shall be in a tone appropriate for the content, and presented by

individuals with sufficient skills to maintain the attention of the participants in the web-based learning environment. The curriculum shall cite the code sections as presented and cross-reference to other sections when necessary. The curriculum shall be of sufficient length and content to fulfill approximately 8 – ½ hour modules when delivered in a web-based format:

Provide the modules to the Board for review and final approval prior to availability of the modules to Board certified personnel.

Create and maintain web-based delivery of the modules on an https site requiring log-in based on a list of Board certified individuals provided to the Contractor by the State. A participant will be required to set up a log-on account requiring the participant's name and certification number. When setting up the account, the participant will create a log-in ID and password which can be used to access all modules. The availability of the modules to the public shall not require a Board-issued certification number. A public participant may access the modules through a general registration portal requiring the creation of a log-in ID and password which can be used to access all modules.

Develop and administer an on-line quiz following each module with approximately 3 multiple choice questions covering content reviewed by the module drawn from a bank of rotating questions. The Contractor shall provide the questions to the Board for review and approval before implementation. The Contractor will collect and maintain data/statistics on the participant's responses to the quiz questions which shall be provided to the Board upon request.

Create and maintain an appropriate level of security of the delivery of the curriculum to ensure the educational goals of the Board. The Contractor shall present the method of security to the Board and shall obtain the Board's approval prior to implementation. The security shall ensure the following:

- (1) That a participant cannot advance the modules without reviewing each slide; and
- (2) Curriculum is presented at a uniform pace suitable for adult learners, with the capability to rewind and pause; and
- (3) That a certificate of completion is created and is printable by the participant after completion of each module and passage of the quiz; or
- (4) Such other method or methods acceptable to the Board.

Upon completion of the curriculum, provide to the Board 10 DVD copies of the modules.

Transfer of the curriculum to the Board in manner specified by the Board in a format compatible with Microsoft Office programs. Such a transfer shall permit the Board to fully extract and manipulate the data provided without any limitations, including any further registrations, payment of fees or requirements to obtain proprietary software to access the data.

The Agency may, at its option, renew any portion of the contract deliverables, including any "Web-Based Delivery of Curriculum" or similar item, for a one year period (July 1, 2013 through June 30, 2014) for the same price as listed in Item 6 "Cost Methodology" as listed in Part 4 of this RFP for the specified deliverable. Such a renewal shall be authorized in writing by

the Agency and take effect upon the delivery of the notice of renewal by the Agency to the contractor.

(E) Agency's Responsibilities:

The Board shall provide a list of Board certified personnel required to complete the web-based modules and shall update the list as additional applicants become certified. The list will include the name of the individual and his/her certification number. The certification number will be the participant's unique identifier to establish the participant's account to access the modules.

The Board will notify the participants of the module requirements and provide a link to the modules from the Board's official website.

PART 4: PROPOSAL FORMAT

To be considered complete, a proposal must be submitted in the following format:

1. Cover Letter and Executive Summary

The cover letter shall be in the form of a standard business letter and signed by an individual authorized to legally bind the Offeror. The cover letter shall provide a summary of the Offeror's services, along with the name, telephone number, federal tax identification number, state where the corporation is located, and contact information for the person with authority to answer questions regarding the proposal.

2. Background and Qualifications Profile

This section shall be a general narrative of the Offeror's company history and ability to support the requirements outlined in the Scope of Work. The profile shall provide the company's length of time in business, ownership (partnership, LLC, etc.), size, and organizational structure. The profile shall provide three examples of comparable work that the company has performed. The project manager and other key personnel's experience and qualifications shall be outlined.

3. Project Details

This section shall be a narrative describing by what manner and means the Offerer will provide all the requirements set forth in the Scope of Work. This section shall also provide a narrative describing how the Offerer fulfills or will fulfill all the prerequisites and other conditions for the services sought not otherwise provided for in the proposal.

4. Project Management

This section shall describe how the Offeror would manage the contract within the timetable required by the Scope of Work. This section shall also include a discussion of the Offeror's customer service policies, and responsiveness to inquiries and problems from individuals required to complete the modules. This section shall describe the proposed method of security for the web-based delivery of the curriculum which fulfills the educational goals of the Board and SFM.

5. Contractor Qualifications

This section shall detail how the Offerer is qualified and capable to develop the customized curriculum set forth in the Scope of Work. The Offeror's curriculum developers must demonstrate extensive knowledge in building codes, preferably the Ohio's building, plumbing, and mechanical codes. This section shall also describe how the Offeror is qualified and capable of creating and administering the web-based delivery of the curriculum

6. Cost Methodology

This Section shall set forth the total costs to provide each deliverable required in the Scope of Work. The costs shall be presented in both a narrative summary and table as follows:

	Description of Work	Anticipated Costs
Deliverable One	RCO Customized Curriculum	
Deliverable Two	Web-Based Delivery of Curriculum	
Deliverable Three	Reporting	
Deliverable Four	Certificates	
Deliverable Five	10 Ready to View DVDs	
	Other Anticipated Costs¹	
	Total*	

¹ Specify other anticipated costs necessary for the fulfillment of the Scope of Work not otherwise provided.

PART 5: SUBMISSIONS

Submissions

Submit Proposal by July 2, 2012 to:

Todd Gable, Agency Procurement Officer

Regular Mail: Ohio Department of Commerce
6606 Tussing Road
Reynoldsburg, Ohio 43068

Email: todd.gable@com.state.oh.us

Fax: 614-220-7101

APPENDIX A

- 4101:8-2 This rule sets for the definitions of terms used in rules 4101:8-1 through 4101:8-44.
Updates to this rule include new definitions for structural insulated panels.
- 4101:8-3 This rule regulates the planning and design of dwelling units.
Updates to this rule include: alternative standard for log homes added 301.1.1); adds a 6th design alternative for high wind areas; adds required protection of glazed openings for garage doors (301.2.1.1); adds structural insulated panels to list of approved prescriptive construction methods (301.2.3); adds language permitting floor framing to exceed 16 inches in height if overall story height not exceeded 301.3); adds provision lowering balcony live load requirements and considers depth of insulation relative to truss bottom chord depth part of limited attic storage area (301.5); adds provision requiring that exterior walls fire resistance rating must meet ASTM E 119 or UL 263 (302.14); recognizes ANSI Z97 as alternative test procedure for safety glazing products (308.1.1); permits transition fittings in handrails (311.7.7); adds requirement for carbon monoxide alarms (315); adds requirements for the protection against decay in wood based products (317.1); adds requirements for fasteners and connectors in contact with preservative-treated and fire-retardant-treated wood (317.3); adds requirement that wood/plastic composites used on decks must comply with ASTM D 7032 3 (317.4); adds requirement that buildings constructed within floodways must comply with ASCE 24 unless approved by flood plain administrator (322); adds new language requiring storm shelters to comply with ICC/NSSA-500 when installed (323); adds Ohio-specific language for construction of post frame structures (324).
- 4101:8-4 This rule sets forth the prescriptive requirements for constructing footings and walls for foundations of wood, masonry, concrete, and precast concrete. It addresses the control surface water and subsurface drainage, soil tests, and the prevention of moisture, decay and pests in basements and crawl spaces.
Updates to this rule include: adds language permitting performance method to demonstrate compliance with surface drainage (401.3); requires soil tests when quantifiable data indicates questionable soils are likely present; adds minimum requirements for materials used in precast foundations (401.3); adds alternative for location of bars in footing and adds requirement for vertical dowels with hooks when concrete for footing is placed prior to placement of slab (402.3); adds requirement for anchor bolts to be spaced a maximum of 6 feet on center in foundation (403.1.6); adds requirements for crushed stone footings (403.6); adds foundation wall requirements consistent with new Portland Cement Association standard PCA 100 (404.1); adds requirement that precast concrete foundation walls shall be designed in accordance with accepted engineering practice (404.5); adds requirement that drainage pipe must extend a minimum 1 foot beyond edge of wall in precast foundations supported by crushed stone (405.1.1); adds dampproofing requirements for precast concrete foundation walls enclosing habitable or useable spaces located below grade (406.4); and adds provision for

steel columns requiring that they shall not be less than 3-inch-diameter Schedule 40 pipe (407.3).

4101:8-5 This rule sets forth the requirements for the design and construction of floor systems that will be capable of supporting minimum design loads including wood floor framing, wood floors on the ground, steel floor framing and concrete slabs on the ground.

Updates to this rule include: adds prescriptive method for attaching wood deck to house (502.2.2.1); requires that engineered wood products must be installed in accordance with manufacturer's recommendations (502.7); when lightweight construction is utilized, floor assemblies are now required to be provided with a ½ inch gypsum board membrane or a 5/8 inch wood structural panel membrane (502.13); and adds prescriptive alternatives for cold-formed steel floor framing and expands use in 3-story buildings (505).

4101:8-6 This rule sets forth the requirements for design and construction of wall systems capable of supporting minimum design loads (dead, live, snow, wind or seismic loads), contains all bracing requirements, and regulates exterior windows and doors.

Updates to this rule include: fastening requirements have been modified to reflect current industry standards (602.3(1)); adds new requirements for wood structural panels uses in exterior wall sheathing (602.3); adds requirements that when drill or notching a top plate, metal ties must extend at least 6 inches beyond each side of the opening (602.6.1); incorporates requirements for wall bracing from the 2012 International Residential Code (602.10); incorporates provisions compatible with AISI S230, Standard for Cold-Formed Steel Framing (603); permits masonry units filled with mortar or grout for corbelling (606.3); adds requirements for minimum length of masonry walls in above-grade masonry wall construction (606.12.2.1); adds new concrete foundation wall requirements consistent with new Portland Cement Association standard PCA 100 (611); adds alternatives for minimum window sill height requirement of 23 inches including the installation of a window fall prevention device or performance criteria for devices which limit the openings of the window which still must have emergency and rescue capabilities (612.2); and adds requirements for use of structural insulated panel wall construction (613).

4101:8-7 This rule sets forth the requirements for exterior and interior wall coverings such as gypsum board and ceramic tile.

Updates to this rule include: adds performance requirements for wind resistance of exterior wall coverings and fastening requirements to reflect current industry standards (703); adds requirement for protection against corrosion of lintels (703.7.3); adds requirements for the minimum embedment and cover dimensions for metal wall ties in mortar of masonry veneer (703.7.4); and adds fastening requirements for vinyl soffit and vinyl siding installation over foam plastic sheathing (703.11).

4101:8-8 This rule sets forth the requirements for the design and construction of roof-ceiling systems to ensure that they resist wind uplift.

Updates to this rule include: incorporates provisions compatible with AISI S230, Standard for Cold-Formed Steel Framing and permits use in 3-story buildings

- (804); permits alternatives to wire mesh to prevent entry of insects in attic ventilation and reduces minimum opening dimension to 1/16 inch 806); adds requirement for measuring vertical height of attic access from the top of the ceiling framing members to underside of roof framing members (807.1).
- 4101:8-9 This rule sets forth the requirements for the design and construction of roof assemblies primarily focusing on roof coverings for weather protection. Updates to this rule include: Section 905.2 amended to add testing requirement in accordance with ASTM D 7158 for asphalt shingles, establish appropriate maximum basic wind speed for and require flashing to be minimum of 4 inches high and 4 inches wide and step flashing shall be turned out so as to direct water away from wall and onto roof or gutter (905.2); and adds requirement that minimum spacing between wood shakes increased to 3/8 inch (905.8.6).
- 4101:8-10 This rule sets forth the requirements for the construction of masonry chimneys and fireplaces. Updates to this rule include: adds requirements for minimum thickness, parging, and lining to masonry fireplace smoke chamber (1001); and adds requirements for non-water-soluble mortar in clay flue liners (1003).
- 4101:8-11 This rule sets forth the requirements for energy efficiency of the building and building systems. It provides multiple methods for compliance:
- 2009 International Energy Conservation Code (IECC)
Updates to the 2009 IECC incorporated by reference by this rule include: adds requirement for programmable thermostats; increases energy efficiency (R-value) requirements for window and wall components; adds requirements for duct tightness testing outside insulated space; adds testing requirements for blower door performance or visual inspection.
 - Ohio Home Builders Association (OHBA) Prescriptive Energy Code Option (Section 1105)
This option was developed to be an alternative to the 2009 IECC requirements and broken down into two compliance paths: (1) R 15 or R13 + 3 or (2) R 13. Updates included in this option include: reduced above grade wall insulation requirement; reduced foundation wall insulation requirement; reduced piping insulation requirement; adds ceiling insulation requirement; adds requirement for building infiltration with testing; adds requirements for duct tightness with testing; adds increased high efficacy requirement, and adds requirement for more efficient windows.
 - Sections 1101 through 1104
Updates to these sections incorporate modifications issued by the United States Department of Energy to achieve equivalent energy efficiency to the 2009 IECC.
- 4101:8-13 This rule sets forth the requirements for the installation of mechanical equipment and appliances. Updates to this rule include: adds limitations for location of installation of appliances to prevent damage from vehicles (1307).
- 4101:8-15 This rule sets forth the requirements for exhaust systems to prevent hazards and air contaminants.

Updates to this rule include: adds requirement that concealed exhaust duct which exceeds 25 feet be identified on a permanent label or tag within 6 feet of the duct connection or at electrical panel (1502); and adds requirement for make-up air in exhaust hood systems as required in the manufacturers installation guidelines (1503.4).

4101:8-16 This rule sets forth the requirements for the installation of supply, return and exhaust air systems.

Updates to this rule include: permits testing of flame spread of duct insulation materials in accordance with UL 723 (1601.3); adds language prohibiting underfloor plenums (1601.5); permits spray application of polyurethane foam to the exterior of ducts in attics and crawl spaces (1604.4.5); prohibits furnaces and air-handling systems that supply air to living spaces from also supplying air to or return air from a garage (1601.6); and prohibits unconditioned crawl space from being source of return air (1602.2).

4101:8-17 This rule provides that solid-fuel burning appliances shall be provided with combustion air in accordance with the manufacturer's installation guidelines, and oil-fire appliances shall be provided with combustion air in accordance with NFPA 13.

Updates to this rule include: previous prescriptive requirements have been replaced with a reference to the provisions of rule 4101:8-24.

4101:8-21 This rule sets forth the requirements for the installation, alteration and repair of hydronic piping systems which are used in building space conditioning.

Updates to this rule include: adds requirements for cross-linked polyethylene and polypropylene tubing, raised temperature polyethylene (PE-RT) plastic tubing, and polyethylene/Aluminum/Polyethylene pressure pipe; and Table 2101.1 modified to add standards for installation of hydronic radiant floor heating systems.

4101:8-24 This rule sets forth the requirements for the installation of gas piping and gas appliance installation and gas appliance venting systems.

Updates to this rule include: modified definition of point of delivery to be the outlet of the first regulator that reduces pressure to 2 psig (13.8 kPa) or less (2403); adds requirements for condensate removal and auxiliary drain pans (2404.10); prohibits the installation of piping downstream from point of delivery through units other than the unit served by such piping (2415.1); prohibits regulator vent piping from exceeding the length specified in manufacturer's installation instructions (2414.6.3); adds standard for installation of appliances and recognizes corrugated stainless steel tubing installed in accordance with manufacturer's guidelines (2411.1); permits appliances to be installed at floor level in garage provided that the required combustion air is taken from the exterior (2408.2.1); adds requirement that appliances be supported and connected to the piping to prevent strain on the connections (2408.6); prohibits gas piping from penetrating building foundation walls below grade (2415.4); adds requirements for the sealing of ends of conduit embedded in slab and installed beneath buildings(2415.12); modifies shutoff valve requirements for appliances (2420.5); requires connectors not exceed 6 feet in overall length (2422.1.2.1); and

adds a vertical clearance of 30 inches above cooking appliances from cabinets (2447.5).

4101:8-25 This rule refers the user to the current Ohio Plumbing Code (OPC) for the installation, testing and operation of plumbing systems except OPC § 312.9 eliminating a shower liner test. OPC §§ 417.5.2 and 1002.4 are modified for application for 1-, 2-, 3- family dwellings.

4101:8-29 This rule provides the installation requirements for fire sprinklers when an owner chooses to install them.

4101:8-34 This rule incorporates the 2011 Edition of the National Electric Code (NEC) NFPA 70 to regulate the installation, testing and operation of electrical systems. Updates to the 2011 NEC incorporated by reference by this rule include: adds requirements for GFCI protection near sinks; adds receptacles for balcony, decks & porches; adds receptacle requirements for large foyers; adds requirements for ground rods; adds requirements for listed fan boxes; adds requirement for grounded conductor at switch locations; adds requirements for GFCI protection of electrical heating cables in kitchen masonry floors; adds Ohio-specific exemption from GFCI protection requirements for sump pumps and garage doors.