

**REQUEST FOR QUOTATION
11-165**

DATE ISSUED: OCTOBER 5, 2010

The state of Ohio, through the Ohio Department of Public Safety Administration Division is requesting a quotation for:

**Plumbing Services for the Shipley Building, Center School Building,
and the Alum Creek Facility**

YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN THIS DOCUMENT. SIGNED QUOTATION MUST ARRIVE BY 3:00 P.M. OCTOBER 25, 2010, TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

FAX QUOTATION TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
614-752-7823 (fax)
614-752-4225

FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN NOVEMBER 1, 2010
TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

Pursuant to Section 1.4, there will be mandatory site visits to survey each facility and discuss the requirements of the RFQ. Offerors who fail to attend the mandatory site visits will be deemed not responsive. The Ohio Department of Public Safety will not allow alternate dates and times for the mandatory site visits.

1 General Overview

1.1 **Purpose:**

The Ohio Department of Public Safety (ODPS) is soliciting quotations for a Contractor to perform emergency plumbing services, preventative maintenance and repair, including minor construction. The Contractor is required to furnish all materials (except as indicated herein), labor, tools, administration, transportation, incidentals, and appurtenances required to complete in every detail and leave in working order all items of work as requested or shown on drawings. This may include minor items necessary to provide a complete and fully operational Plumbing System. The project will require the Contractor to provide plumbing services at the following ODPS locations:

Alum Creek Facility
1583 Alum Creek Drive
Columbus, Ohio 43209

Center School
1952 West Board Street
Columbus, Ohio 43223

Shipley Building
1970 West Board Street
Columbus, Ohio, 43223

If a suitable offer is made in response to this Request For Quotation (RFQ), the state of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work). This RFQ provides details on what is required to submit a quotation for the Work, how the State will evaluate the quotations, and what will be required of the Contractor in performing the Work.

Once awarded, the term of the Contract will be from receipt of the purchase order through June 30, 2011. This Contract may be extended by mutual agreement in writing, between the ODPS and the Contractor, at the Offered Price, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ODPS.

This RFQ also provides the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the quotation of the Offeror.

1.2 **Background:**

The plumbing facilities maintained at all three locations involve domestic water and sewer with associated piping systems, maintenance associated with these piping systems, repair and new installation as required. Domestic hot water heating tanks and stowage tanks are included. The domestic drinking water system includes a pressure modulation system located on the penthouse floor at the 1970 West Board Street facility.

1.3 **Objective:**

This RFQ is issued to obtain the services of a Contractor to meet the needs associated with the domestic water and sewer piping systems at all three (3) locations. The objective of this RFQ is to insure the upkeep and maintenance of the plumbing systems at the three (3) facilities.

1.4 **Mandatory Site Visits:**

There will be mandatory site visits to survey each facility and discuss the requirements of the RFQ. The site visits will commence promptly on the date and times listed below, barring an unforeseen circumstance that result in a delay of the site visits. Attendance will be taken. The state will not be responsible to an offeror for their failure to obtain information discussed during the site visits due to their arriving after the site visits has convened. Offerors who fail to attend the mandatory site visits will be deemed not responsive.

Offerors intending to participate in the mandatory site visits must register via FAX (614-752-7043) or email ODPSpurchasinginquiries@dps.state.oh.us through Mr. Donald McClure. The fax or email must be sent to Mr. McClure's attention and include the attendees' names, company, phone number and e-mail address of

principal contact. An offeror's participation in the mandatory site visits must be registered no later than **10/12/2010** at 5:00 p.m. The State may not issue visitation passes to visitors whose names do not appear on the mandatory site visit list and may not admit such visitors to the facility. Visitors must have a valid driver's license or other valid government-issued photo ID to enter the facility. The ODPS will not allow alternate dates and times for the mandatory site visits.

<u>Facility/Address</u>	<u>Site Visit Date</u>	<u>Site Visit Time</u>
ODPS Alum Creek Facility 1583 Alum Creek Drive Columbus, Ohio 43209	10/14/2010	10:00 A.M.
ODPS Shipley Building 1970 West Board Street Columbus, Ohio 43223	10/14/2010	1:00 P.M.
Center School Building 1952 West Board Street Columbus, Ohio 43223		Immediately following the Shipley Building visit

2 Specifications

2.1 Offeror Mandatory and Project Team Requirements and Qualifications:

The Offeror will provide response teams that will work at the ODPS facilities as agreed to with the ODPS Facility Services as set forth in this RFQ. The Offeror must meet the following mandatory requirements in order to be eligible for consideration:

- 2.1.1 Attendance / Participation in the Mandatory Site Visits outlined in Paragraph 1.4.
- 2.1.2 Licensed Plumbing Contractor with the Ohio Department of Commerce and the Ohio Construction Industry Licensing Board (<http://www.com.ohio.gov/dico/eLicense.aspx>) as requested in Attachment 3.
- 2.1.3 A minimum of three (3) years of continuous experience in providing these types of plumbing services as requested in Attachment 3.
- 2.1.4 The capability to provide two (2) response teams simultaneously. Access to the resources (labor, equipment, and parts) necessary in the event emergency service and/or maintenance. The Offeror must detail their capability to meet this requirement as requested in Attachment 3.

The Offeror shall provide qualified Project Team(s) that will work onsite with the ODPS at all three (3) locations as authorized under the direction of the ODPS Facility Services Manager or his designee. The Offerors proposed Project Team(s) resource(s) will possess the following:

- 2.1.5 A minimum of one (1) proposed resource must demonstrate a minimum of twenty-four (24) months experience as a Project Manager, Team Leader, Supervisor, or Foreman on projects employing plumbing services upkeep, repair, and installation. The Offeror must detail how their proposed resource(s) meet this requirement as requested in Attachment 7.
- 2.1.6 A minimum of one (1) proposed resource must have experience in a minimum of two (2) projects functionally similar to this project where the Project Manager, Team Leader, Supervisor, or Foreman was responsible for providing a solution similar to the ODPS plumbing services upkeep, repair, and installation. The Offeror must detail how their proposed resource(s) meet this requirement as requested in Attachment 7.

Experience, including environments, and needed support capabilities previously documented.

The proposed project team(s) must demonstrate the following requirements in order to be eligible for further consideration:

- 2.1.7 Must have excellent oral and written skills and possess strong meeting and work session facilitation skills.
- 2.1.8 Must have excellent organizational skills, proven analytical, planning, problem solving, and decision-making skills.

- 2.1.9 Must be knowledgeable in the English language and speak clearly and understandably using the English language.

During the interview process with the ODPS staff, the proposed Project Lead resource(s) must demonstrate competence/experience in their specific area(s) of project assignment. The resource's experience must also be documented for review and verification. Offered resources not showing technical or functional competency/experience will be reason to reject the Offeror's quotation. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

2.2 Prior Authorization:

All work efforts will require prior authorization from the ODPS Facility Services Manager. The Offeror shall prepare and provide a project plan for projects identified by the ODPS Facility Services Manager being of significant complexity and/or scope to warrant a project plan. Coordination and lead time for the plan will be mutually agreed to by the ODPS Facility Service Manager and the Contractor. The project plan will have a specific time period (beginning and ending dates) for each deliverable. Other activity of lesser complexity and scope may warrant a parts list and identification of support equipment plus a sketch or drawing but not a project plan.

2.3 General Requirements:

2.3.1 Scope of Work

- 2.3.1.1 The Contractor is required to furnish all materials (except as indicated herein), labor, tools, administration, transportation, incidentals, and accessories required to complete in every detail and leave in working order all items of Work as requested or shown on drawings. This may include minor items necessary to provide a complete and fully operational Plumbing System.
- 2.3.1.2 Standard Operating Hours for all facilities is 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding State observed holidays.
- 2.3.1.3 Emergency Response Time: The Contractor shall provide emergency service twenty-four (24) hours per day with a two (2) hour response time.
- 2.3.1.4 The Contractor must have the capability to provide a minimum of two (2) response teams simultaneously. It is not anticipated this requirement will be frequently needed/activated. However, it is necessitated by the fact that two of the three locations (the ODPS Building and the Center School) are located in close proximity to each other and the third location (Alum Creek) is not. The ODPS Facility Services Manager will make the determination whether operations will be impacted sufficiently to activate two (2) response teams simultaneously.
- 2.3.1.5 Material Safety Data Sheet: The Contractor shall provide a Material Safety Data Sheet (MSDS) for any hazardous chemical brought on ODPS facilities in performance of this contract. The MSDS shall verify the Contractor's compliance with Occupational Safety and Health Act (OSHA) Standards.
- 2.3.1.6 All workmanship shall be of the highest quality and in accordance with the best practices of the trade by craftsmen skilled in this particular work.

2.3.2 Permits, Inspections and Codes

- 2.3.2.1 The Contractor is responsible for securing and paying for all required permits and licenses and shall apply, secure and pay for any inspections, tests and approvals required by Federal, State, and Local public authorities.
- 2.3.2.2 Complete installation shall conform to all applicable Federal, State, and Local Laws, Codes, Ordinances, and Regulations including, but not limited to the following:
- 2.3.2.2.1 National Fire Protection Association (NFPA) Codes and Standards (www.nfpa.org).
- 2.3.2.2.1.1 NFPA 70 National Electric Code®.
- 2.3.2.2.1.2 NFPA 101 Life Safety Code®.

2.3.2.2.2 Occupational Safety and Health Act (OSHA) and all amendments (www.osha.gov).

2.3.2.2.3 The Ohio Revised Code (ORC) and the Ohio Administrative Code (OAC).

2.3.2.2.4 Local Building Code Requirements.

2.3.2.3 Drawings and Specifications

2.3.2.3.1 There may be drawings and specifications that indicate the general arrangement of systems and are to be followed whenever possible. If deviation from the drawings and specifications are necessitated by field conditions, detailed layouts of the proposed departures must be reviewed and approved by the ODPS Facility Services Manager before proceeding with the work.

2.3.2.3.2 The Contractor shall make all measurements in the field and shall be responsible for correct fittings.

2.3.2.3.3 The Contractor shall coordinate work with all other work in such a manner as to cause a minimum conflict or delay. The Contractor is responsible for all expenses causing or contributing to a conflict or delay.

2.3.2.3.4 The Contractor must include offsets in piping, additional fittings, necessary drains and minor valves, traps or devices required to complete an installation, or for the proper operation of the system, in the Contractor's Not-to-Exceed Hourly Cost.

2.3.2.3.5 Significant deviations from drawings or agreed upon Scope of Work must be approved by the ODPS Facility Services Manager.

2.3.2.4 Information contained in drawings and specifications shall not be construed to conflict with the applicable Federal, State, and Local Laws, Codes, Ordinances, and Regulations.

2.3.3 Record Drawings

If drawings are supplied, the Contractor is to maintain one (1) set of drawings on the job to be used strictly for recording any ODPS approved installation deviations from the current as built drawings. This shall be incorporated in the "as built" set of drawings.

2.3.4 Temporary Services

The Contractor shall be responsible for making all connections to temporary services as required.

2.4 **Products:**

2.4.1 Materials

The Contractor shall furnish (except as indicated) and install trade names, brands, or original equipment manufacturers of materials and equipment that are the same as or compatible with the existing installed equipment. Any substitutes or compatible materials must be approved in advance by the ODPS Facility Services Manager.

2.4.2 Motors and Motor Starters

2.4.2.1 The Contractor shall be responsible for subcontracting with an electrician to provide all motor starters and disconnects except those furnished as factory installed, integral assembly of packaged equipment or specifically stated to be furnished as a part of a new installation.

2.4.2.2 The Contractor shall furnish (except as indicated) and install trade names, brands, or original equipment manufacturers of motors and equipment that are the same as or compatible with the existing installed equipment. Any substitutes must be approved in advance by the ODPS Facility Services Manager.

2.4.2.3 The Contractor shall furnish motors for all motor driven equipment required.

2.4.3 Motor Mounting and Drives

2.4.3.1 Flexible direct connectors shall be heavy duty type as recommended by the original equipment manufacturer, quiet operating and in no case will metal to metal contact be allowed except through the use of springs or equally effective means. Any direct drive coupling which generates appreciable noise shall be replaced.

2.4.3.2 All drives shall have a protective metal grille cover to comply with the state of Ohio Regulation IC-S.

2.4.3.3 An eyebolt shall be attached to the structure above all motors five (5) horsepower (HP) and larger to facilitate in the lifting, removal and replacement of the motor. Eyebolt shall be sufficient size, properly placed and anchored for attaching motor lifting cables or equipment.

2.5 Execution:

2.5.1 Protection and Cleaning

2.5.1.1 The Contractor shall protect all fixtures and equipment against damage. The Contractor will pay the cost of repair or replacement of fixtures, piping, and equipment made necessary by failure to provide suitable safeguards or protection.

2.5.1.2 After all fixtures and equipment have been set or repaired and approved by the ODPS Facilities Services Manager, the Contractor shall thoroughly clean all equipment provided under this work. This includes, but is not limited to, the following:

2.5.1.2.1 Remove stickers and other foreign matter.

2.5.1.2.2 Leave every part in acceptable condition, clean, and ready for use.

2.5.1.3 The Contractor must repair all dents and scratches in the factory prime or finish coats on all equipment. If the ODPS Facilities Services Manager deems the damage is excessive, the Contractor must provide replacement equipment.

2.5.2 Sleeves

2.5.2.1 The Contractor shall install sleeves in masonry walls and floors where pipes pass through. The length of the sleeves in the walls shall be the same as the wall thickness. Sleeves installed in the floors shall extend three inches (3") above the floor except in finished areas where the sleeve shall stop one-eighth inch (1/8") above finished floor (carpet).

2.5.2.2 The Contractor shall set sleeves in forms before concrete is poured and in partitions at the same time they are being built.

2.5.2.3 The Contractor shall install sleeves in drywall partitions where pipe insulation must be continuous through the wall.

2.5.2.4 The Contractor shall use twenty-two (22) gauge galvanized steel metal sleeves, large enough to allow one-fourth inch (1/4") clearance all around pipe or around pipe installation (where insulation must be continuous through the wall or floor).

2.5.2.5 The Contractor shall use copper sleeves for un-insulated copper piping.

2.5.2.6 The Contractor shall use chromium plated collars at penetration in exposed locations, bare pipe, or pipe on which insulation is continuous through the floors or walls.

2.5.2.7 The Contractor shall seal weather-tight sleeves through outside walls.

2.5.3 Foundations and Supports

2.5.3.1 The Contractor is responsible for the proper installation of all concrete pads related to work performed under this contract.

2.5.3.1.1 All equipment housekeeping pads shall be four inches (4") thick.

2.5.3.2 All steel for frame and supports shall be standard weight black steel pipe or standard structural steel shapes. The Contractor must:

2.5.3.2.1 Grind all sharp corners and projections after fabrication.

2.5.3.2.2 Apply one (1) coat of metal primer to all steel after fabrication.

2.5.3.2.3 Apply a heavy coat of bitumastic to all steel supports exposed to the weather

2.5.4 Specific Prohibitions

Ceiling grid systems shall not be used to support plumbing items, piping or any other equipment. Each utility and the ceiling grid system shall be a separate installation and each shall be independently supported from the building structure. Where interferences occur, in order to support equipment or ceiling grid system, the Contractor must install trapeze type hangars or supports which shall not be located where they interfere with access to fire dampers, valves, light fixtures and other mechanical or electrical items.

2.5.5 Requirements for Final Inspection

2.5.5.1 In order to pass final inspection, the Contractor must:

2.5.5.1.1 Thoroughly clean all parts of the apparatus and equipment.

2.5.5.1.2 Paint all exposed parts.

2.5.5.1.3 Thoroughly clean cement, plaster and other materials off the apparatus and equipment. All oil and grease spots shall be removed. All surfaces shall be carefully wiped and all cracks and corners scraped out.

2.5.5.1.4 Brush down exposed metal work with steel brush to remove rust and other spots and the surface must be left smooth and clean.

2.5.6 Lubrication

2.5.6.1 The Contractor shall inspect all bearings, including motor bearings, prior to starting of equipment furnished under this contract. In the event that bearings need lubrication, the Contractor shall provide and apply such lubrications as recommended by the Original Equipment Manufacturer.

2.5.6.2 The Contractor must be careful not to over-lubricate. Any damages to the equipment due to the Contractor's negligence in this respect shall be repaired at the Contractor's expense.

2.5.6.3 The Contractor shall not lubricate sealed bearings.

2.5.7 Electrical Material and Work

2.5.7.1 All electrical material and work shall conform to generally accepting practices and procedures and comply with all applicable Federal, State, and Local Laws, Codes, Ordinances, and Regulations.

2.5.7.2 All power wiring to and from disconnect switches, motor starters, and motors shall be performed by a licensed electrician if not factory wired.

2.5.7.3 The Contractor shall furnish the licensed electrician with all necessary wiring diagrams required for work and shall be responsible for the successful operation of the systems.

2.5.7.4 The Contractor shall be responsible for location and installation of all control elements.

2.5.8 Excavation and Backfill

2.5.8.1 The Contractor must provide any trenching required to install underground piping. In addition, the Contractor must:

2.5.8.1.1 Remove forms and debris before backfilling.

2.5.8.1.2 Remove any accumulated debris from excavating before backfilling.

- 2.5.8.2 The Contractor must backfill with three-fourth inch (3/4") crushed gravel, placed in eight inch (8") layers, and compacted with vibrator compaction equipment within all areas receiving concrete pavement.
- 2.5.8.3 The Contractor must backfill at all other exterior foundation walls with suitable excavating material, placed in eight inch (8") layers, and compacted thoroughly. The Contractor shall backfill to level slightly above grade at building exterior to drain water away from the building.
- 2.5.9 Cutting and Patching
 - 2.5.9.1 "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
 - 2.5.9.2 Cutting and Patching shall be performed in a neat manner by mechanics skilled in their trades.
 - 2.5.9.3 Final work is subject to approval by the ODPS Facilities Services Manager.

2.6 The ODPS State Work Support Requirements:

- 2.6.1 The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the Offeror's quotation.
 - 2.6.1.1 Any reasonable request for access to the ODPS places of business.
 - 2.6.1.2 Help in setting up interview access with the ODPS personnel.
- 2.6.2 The Offeror must describe the support it wants from the State to accomplish the project other than what the State has offered elsewhere in this Scope of Work. Specifically, the Offeror must address the following:
 - 2.6.2.1 Nature and extent of State support required;
 - 2.6.2.2 Assistance from State staff and the experience/qualification level required; and
 - 2.6.2.3 Other support requirements.
- 2.6.3 The State may not be able or willing to provide the additional support the Offeror lists in this part of its RFQ response. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's response if the State is unwilling or unable to meet the requirements.

2.7 Estimated Schedule:

RFQ Release	October 5, 2010
Inquiry Period Begins	October 6, 2010
Mandatory Site Visit	October 14, 2010
Inquiry Period Ends	October 21, 2010
RFQ opening	October 25, 2010 at 3:00 p.m. EDT
Evaluations / Interviews Conducted	October 27 thru November 3, 2010
Selection of Contractor	November 8, 2010
Anticipated Award Date	November 10, 2010
Contract Start Date	January 1, 2011

3 Terms and Conditions

3.1 Contractual Obligations:

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the ODPS.

3.2 Contract Term:

This agreement is to be effective from the receipt of a purchase order and will remain in force until June 30, 2011. This Contract may be extended by mutual agreement in writing, between the ODPS and the Contractor, at the Offered Price, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. .

3.3 Contract Renewal:

The ODPS may renew this agreement by giving thirty (30) days written notice prior to the expiration, for an additional six (6), one (1) month extensions at an hourly rate not to exceed the current contract rate.

3.4 Compensation:

3.4.1 In consideration of the Contractor's satisfactory performance, the State will pay the Contractor the amount(s) quoted in the Quotation/Cost Summary Table (Attachment 1). The Contractor's right to payment is contingent on the complete and satisfactory performance of the work. Upon actual receipt of proper invoices, the ODPS will make payment within thirty (30) days to the Contractor. The Ohio Revised Code (ORC) § 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC § 5703.47.

3.4.2 The Contractor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and two copies monthly to:

Ohio Department of Public Safety
Attn: Fiscal Services (DPS)
P.O. Box 182081
Columbus, Ohio 43218-2081

3.4.3 Unless expressly provided for elsewhere in this Agreement, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

3.5 Insurance:

3.5.1 The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

3.5.1.1 Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.

3.5.1.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the state of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Per Occurrence Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability

\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

3.5.1.3 Commercial Automobile Liability insurance with a combined single limit of \$500,000.

If not submitted with the Offeror's response, copies of the respective insurance certificate(s) shall be filed with the ODPS within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Offeror being deemed not responsive. The certificate(s) must be in a form that is reasonably satisfactory to the ODPS as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

3.6 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply will result in IMMEDIATE termination of this Agreement.

3.7 Equal Opportunity Requirements:

3.7.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC §125.111. The Contractor and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.

3.7.2 The Contractor certifies that both the Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.

3.7.3 The ODPS encourages both the Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

3.8 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

3.9 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC § 3517.13J).

3.10 Ohio Ethics Laws:

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

The Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement or grant and may result in the loss of other contracts, agreements, or grants with the State of Ohio.

3.11 Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization(s) - ORC § 2909.33(C):

In accordance with ORC § 2909.33(C), I certify that I meet one of the following conditions:

3.11.1 I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

3.11.2 I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

3.11.3 I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in ORC § 2909.21.

The Offeror must submit Declaration of Material Assistance form prior to award of a contract. The form is available by selecting the following link:

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

3.12 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 10. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

3.12.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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.

3.12.2 Termination, Sanction, Damages:

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.

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 in the amount of one percent (1%) of the value of the Contract.

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 twenty-one (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.

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.

3.12.3 Assignment / Delegation:

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 State. Any assignment or delegation not consented to may be deemed void by the State.

<http://www.governor.ohio.gov/LinkClick.aspx?fileticket=sJZnyzYOecs%3d&tabid=1495>

3.13 Responsibility for Claims:

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

3.14 Ownership:

3.14.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

3.14.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.

3.14.3 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

3.15 Availability of Funds:

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by ORC § 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

3.16 Auditor Recovery Finding – ORC § 9.24:

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under ORC § 9.24, or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

3.17 Construction:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

3.18 Suspension/Termination:

3.18.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.

- 3.18.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- 3.18.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and ORC § 126.30 shall apply.
- 3.18.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:
- 3.18.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.
- 3.18.4.2 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.
- 3.18.4.3 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this Agreement for the work performed prior to the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.
- 3.18.5 Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

3.19 Background Check:

A background check, at the ODPS expense, may be performed on the designated resource(s) for assignment to this Agreement. The designated contact person may be required to complete a "Background Information Form" furnished by the ODPS. Failure to pass the background check will result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.26 Replacement Personnel of this RFQ (See Attachment 11, Facility Access Form).

3.20 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

3.21 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

3.22 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five days of receiving the Change Order and request an

equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

3.23 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this RFQ. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project.

Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five business days whenever the State or others with audit rights request access to the Contractor's records. If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

3.24 Excusable Delay:

Neither the State nor the Contractor will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

3.25 Sub-contracting:

Sub-contracting will be allowed only with prior written approval from the ODPS.

3.26 Replacement Personnel:

The quality and professional credentials of the proposed resource(s) submitted in the Offeror's quotation are material factors in the State's decision. The Contractor may not remove the proposed resource(s) from the Work without the prior, written consent of the State, for the duration of the Contract, including any extensions except for reasons listed. If the Contractor removes the proposed resource(s) without prior written consent of the State, the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Contractor may only remove the proposed resource(s) listed in the quotation response for legal or disciplinary reasons. In this event, the Contractor will have seven (7) business days to provide two (2) proposed qualified replacement resource(s) for each removed resource. The State may reject the proposed replacement resource(s) for the following reasons:

- 3.26.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ.
- 3.26.2 Failure of the Contractor to provide two (2) qualified replacement resources for each removed resource.

If the State rejects the replacement resource(s), the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

3.27 Nondisclosure Agreement:

Contractors/Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. If required, failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.26 Replacement Personnel of this RFQ (See Attachment 12, Nondisclosure Agreement).

3.28 Confidentiality and Conduct Agreement:

Contractors/Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.26 Replacement Personnel of this RFQ (See Attachment 13, Confidentiality and Conduct Agreement).

3.29 Work Rules, Policies and Procedure Compliance:

The Contractor and any subcontractors agree, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the State of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

4 Submission of Quotations and Additional Offeror Responsibilities

4.1 Inquiries:

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Section 2.7, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;

- 4.1.7.2 Name of the prospective Offeror;
- 4.1.7.3 Representative's business phone number; and
- 4.1.7.4 Representative's e-mail address.
- 4.1.7.5 Type the inquiry in the space provided including:
- 4.1.8 A reference to the relevant part of this RFQ;
- 4.1.9 The heading for the provision under question; and
- 4.1.10 The page number of the RFQ where the provision can be found.
- 4.1.11 Click "Submit".
- 4.1.12 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 4.1.13 Offerors may view inquiries and responses using the following process:
 - 4.1.13.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 4.1.13.2 From the Navigation Bar on the left, select "Find It Fast";
 - 4.1.13.3 Select "Doc/Bid/Schedule #" as the Type;
 - 4.1.13.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
 - 4.1.13.5 Click "Find It Fast";
 - 4.1.13.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.14 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 4.1.15 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on October 22, 2010.

4.2 Requests for Previous Quotations/Contracts:

Requests from potential Offerors for copies of previous RFQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present RFQ. PRRs should be submitted by e-mail to PublicRecords@dps.state.oh.us or mail to:

Ohio Department of Public Safety Public Records Manager/Administrator Administration Division 1970 W. Broad Street Columbus, Ohio 43223

The posted time frames for responses to internet questions for RFQ clarification do **not** apply to PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

4.3 Clarifications:

- 4.3.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.

- 4.3.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a “reply” to the request for clarification within 24 hours (not including weekends or holidays).

4.4 Intentions:

- 4.4.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.
- 4.4.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway:

<http://www.ohio.gov/procure>

- 4.4.3 Quotations must be received no later than 3:00 P.M., **October 25, 2010**. Quotations should be:

Mailed to:	Delivered to:
Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor P.O. Box 182081 Columbus, Ohio 43218-2081	Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor Columbus, Ohio 43223

DELIVERY INSTRUCTIONS

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, cover page of the original quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

If delivering quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the quotation and logged by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the quotation call Donald J. McClure at (614) 752-0429. Attempts to deliver to the Highway Patrol Officer at the front desk of the Customer Service Center, as in the past, will be refused. The quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on **October 25, 2010**) Monday through Friday.

- 4.4.4 Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.
- 4.4.5 A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation.

4.5 Mandatory Content of RFQ Response:

- 4.5.1 RFQ Response Cover Letter

The Offeror must HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

- 4.5.2 Quotation / Cost Summary

Offerors will complete the Quotation/Cost Summary Table (form) found in Attachment 1 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the standard rates. The Offeror will provide and attach a comparison of their standard rates and the discounted rates included in the RFQ response.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachment 1) and the Offeror must identify all costs associated with performing the work. Project Plan:

4.5.3 Offeror's Profile Experience

Each quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which demonstrates the depth of the company and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachment 2).

4.5.4 Offeror Customer References

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of quotation.

The following information is required for each reference:

4.5.4.1 Customer's name and address.

4.5.4.2 Contact name, title, and current phone number.

4.5.4.3 Date contract began and date completed.

4.5.4.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 4).

4.5.5 Mandatory and Preferred Requirements and Qualifications/Personnel Profile Summaries

The Offeror shall detail how the Offeror and Project Team meet the mandatory and preferred requirements in their response to this RFQ (Attachments 3 and 4). The resource(s) must meet the mandatory minimum requirements in order to be eligible for consideration as identified and set forth in Section 2.1.

Experience, including environments, must be fully documented.

During the interview process with the ODPS staff, the Offeror and proposed Project Manager, Team Leader, Supervisor, or Foreman (resource) must demonstrate competence/experience in their specific area(s) of project assignment. The Offeror's and proposed resource(s) experience must also be documented for review and verification. The Offeror and proposed resource(s) not showing technical or functional competency/experience will be reason to reject the Offeror's quotation. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

Each RFQ response must include a profile for each resource offered for the proposed ODPS Project.

4.5.5.1 References: Provide at least three (3) references for which each proposed resource(s) has successfully demonstrated meeting the requirements of the Scope of Work on a project of similar size and scope in the previous five (5) years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and dates (month and year) of employment must be given for each reference. Each resource must provide a list of professional references that can attest to his/her specific qualifications. The references given should be a person the candidate reported to and not a co-worker.

If less than three (3) references are provided, the Offeror must include information as to why less than three (3) references were provided. The State may disqualify the quotation if less than three (3) references are given (Attachment 5).

4.5.5.2 Education and Training: This section must be completed to list the education and training for each proposed resource(s) and will demonstrate, in detail, the proposed candidate's ability to properly execute the contract based on the relevance of the education and training to the requirements of the SOW (Attachment 6).

4.5.5.3 Resume: Each resource's resume must follow/support the above criteria and show how the resource(s) meets the qualifications listed for the position in the SOW.

4.5.5.4 Mandatory Experience and Qualifications: The Offeror must complete this section to show how the resource(s) meets the mandatory experience requirements, if any are applicable to that resource. If any resource does not meet the mandatory requirements for the position the resource is proposed to fill, the Offeror's Quotation may be rejected as non-responsive (Attachment 7).

4.5.5.5 Required and Preferred Experience and Qualifications. The Offeror must complete this section, if applicable, to show how its resource(s) meets the experience requirements (Attachment 7).

For each form submitted, the Offeror must provide the following information:

Candidate's Name.

Contact Information. The Offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The Offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the Offeror's Quotation. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the Offeror's organization, subsidiaries, partnerships, etc.

Dates of Experience. The Offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.

Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFQ. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

4.5.6 Project Team/Resource(s) Interview/Time Commitment

The Offeror must agree to submit the referenced resource(s) for interviews, in person at the ODPS discretion, during the period **October 27 thru November 3, 2010**. **No telephone interviews will be permitted. All interviews must be in person at the Ohio Department of Public Safety, Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223.**

During the interview process the resource(s) must demonstrate their competency in their specific area(s) of project assignment. Additionally, the resource(s) must demonstrate excellent oral and written communication skills, knowledge in the English language, and their ability to speak clearly and understandably using the English language.

4.5.7 Contract Performance

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 8).

4.5.8 A Contract between the Ohio Department of Public Safety and the Contractor

The Offeror must submit a completed and signed contract signature page (Attachment 9).

4.5.9 Executive Order 2010-09S, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror must submit a completed and signed Contractor / Subcontractor Affirmation and Disclosure (Attachment 10).

5 Evaluation

5.1 Evaluation of Quotations:

Quotations will be evaluated by establishing an Average Hourly Rate for the Plumbing Journeyman (Lead) entered on the Quotation / Cost Summary Table (Attachment One). The Average Hourly Rate will be determined by adding the Standard Hourly Rate, the After Hours Hourly Rate, and the State Holiday Hourly Rate for the Plumbing Journeyman (Lead); then dividing the sum by three (3). The Average Hourly Rate will be multiplied by the Estimated Hours to determine the Total Evaluated Cost. The estimated hours for Fiscal Year 2011 are the actual hours worked in Fiscal Year 2010.

Plumbing Journeyman (Lead)	Standard Hourly Rate
	+ After Hours Hourly Rate
	+ State Holiday Hourly Rate
	= <u>Sum of Hourly Rates</u>
	/ <u>Three (3)</u>
	= Average Hourly Rate
	X <u>Estimated Hours (45.5)</u>
	= <u>Total Evaluated Cost</u>

5.2 Review of Quotations:

An evaluation team has been formed to determine the responsiveness of the quotations. The team shall be comprised of the ODPS personnel.

5.3 Rejection of any/all quotations:

5.3.1 The ODPS may reject any quotations, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in determining the quotation is non-responsive. The Chief of Purchasing may wave irregularities or deviations only if doing so does not affect the amount of the quotation or result in an unfair competitive advantage to any Offeror.

5.3.2 The ODPS reserves the right to disqualify an Offeror's response and any quotations for the following reasons:

5.3.2.1 Failure to provide a signed original quotation (signature in Blue Ink).

5.3.2.2 Late RFQ responses.

5.3.2.3 Failure to provide required information and/or meet specifications.

5.3.2.4 In addition, should the quotations exceed the planned budget for this service; the ODPS may reject the quotations or try to negotiate a lower price.

5.4 Evaluation Criteria:

Factors that will determine the most responsive quotation shall be the costs and the evaluation factors listed below in order of importance. Factors include, but, are not limited to, the following:

5.4.1 Offerors proposed team's experience and skills.

5.4.2 Offeror profile.

5.4.3 Offeror references demonstrating the ability to complete this project based upon similar previous experience.

5.4.4 Offeror's expected ODPS personnel staffing commitment to complete this Project within the expected timeframe(s).

5.5 Basis of Award:

The award will be made to the lowest, responsive and responsible Offeror meeting the qualifications specified in this RFQ.

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ATTACHMENT 1

QUOTATION/COST SUMMARY TABLE

Offerors will complete the Quotation/Cost Summary tables, below, and identify all costs associated with performing the work. The ODPS is expecting that the hourly and equipment rates, and the parts catalog discounts quoted shall be significantly discounted from the standard rates.

The following tables assume that the vendor will be selected by 10/31/10, will begin work on 1/1/11 and complete the work by 6/30/11. This Contract may be extended by mutual agreement in writing, between the ODPS and the Contractor for, at the Offered Price, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

Offeror/Company Name: _____

Offeror Contact: _____ **Contact Number:** _____

Table I: Labor Costs. The Offeror shall provide the hourly rates for their personnel to perform work under this contract. Offeror's may duplicate this page as many times as needed.

Individual(s) / Personnel	Staffing Position / Title (See Note 1)	Standard Hourly Rate (See Note 2)	After Hours Hourly Rate (See Note 3)	State Holiday Hourly Rate (See Note 4)	Average Hourly Rate	Estimated Hours Worked (Based on FY2010)	Standard Hourly Rate X Hours Worked FY2010
	Plumbing Journeyman (Lead)	\$	\$	\$	\$	45.5	\$
	Plumbing Apprentice	\$	\$	\$	N/A	N/A	N/A
	Electrician	\$	\$	\$	N/A	N/A	N/A
		\$	\$	\$	N/A	N/A	N/A
		\$	\$	\$	N/A	N/A	N/A
		\$	\$	\$	N/A	N/A	N/A
Evaluated Hourly Total and Rates					\$	45.5	\$

Note 1: The ODPS listed examples of Staffing Position Titles. The Offeror shall list all Staffing Titles required to perform work under this Contract. The ODPS will only be responsible for those individuals listed in the Quotation / Cost Summary.

Note 2: The ODPS Standard Operating Hours for all facilities is 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding State observed holidays. The Offeror shall provide the hourly rate for work performed during this time.

Note 3: The Offeror shall provide the hourly rate for work performed outside of the ODPS Standard Operating Hours.

Note 4: The Offeror shall provide the hourly rate for work performed on State observed holidays.

ATTACHMENT 1

QUOTATION/COST SUMMARY TABLE (CONT)

Table 2: Equipment Costs. The Offeror shall include the cost of equipment required to complete Work performed under this Contract. The ODPS shall not be responsible for any equipment costs not listed in this Contract. Offeror's may duplicate this page as many times as needed.

Equipment	Owned / Rented	Cost	Unit of Measure (hour, day, etc.)
i.e. Backhoe (small)	Owned	\$150.00	Per day
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

ATTACHMENT 1

QUOTATION/COST SUMMARY TABLE (CONT)

Table 3: Parts. The Offeror shall provide Catalogs from their respective Suppliers. In addition, the Offeror must provide a discount to the List Price and detail any exclusion(s) in the Notes Section. The ODPS reserves the right to acquire parts through existing State contracts if the ODPS determines it is in the best interest of the State.

Supplier	Catalog Name / Date	Percent Discount from List Price	Notes
		%	
		%	
		%	

DISCLOSURE OF SERVICE PROVIDERS (See Requirement 3.24, Subcontracting):

Offerors 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 their quotation, the Offeror hereby certifies that the above information is true and accurate. The Offeror 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 the ODPS. Any attempt by the Offeror/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 the ODPS, will be deemed as a default. If a default should occur, the ODPS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to submit this information may deem your quotation not responsive.

ATTACHMENT 1

REQUIRED CERTIFICATION (CONT)

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

A. DOMESTIC PREFERENCE (BUY AMERICA):

- 1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
United States: (State) Canada Mexico (Go to Section B-1)
Other: (Specify Country) (Go to Section A-2)
2. End product is manufactured outside the United States and at least fifty percent (50%) of the cost of its components are produced, mined, raised, grown or manufactured within the United States.
Yes: (Go to Section B-1) No (Go to Section A-3)
3. The offeror hereby certifies that each product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produces, 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 six percent (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 suppliers or services originating from sources within, or that were located in or transported 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):

- 1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
Yes: (Go to Section C) No (Go to Section B-2)
2. Offeror has significant economic presence within the state of Ohio.
Yes: (Answer a, b, c, and d below) No (Go to Section B-3)
A) Offeror has paid the required taxes due the state of Ohio.
Yes: No
B) Offeror is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614)466-3910 or visit their website at http://www.sos.state.oh.us/.
Yes (Charter/Registration Number): No
C) Offeror has ten or more employees based in Ohio or Border State.
Yes: No (Go to Section B-2d)
D) Offeror has seventy-five (75%) or more employees based in Ohio or Border State.
Yes: No (Go to Section B-3)
3. Border State offeror.
Yes (Specify which State [KY, MI, NY, PA, or IN]) No (Go to Section B-4)
4. Border State offeror: mined products mined in respective border state.
Yes: No Not Applicable

ATTACHMENT 3

OFFEROR EXPERIENCE FORM

The Offeror must meet the following mandatory requirement in order to be eligible for consideration:

Mandatory Requirement 2.1.2: License Plumbing Contractor with the Ohio Department of Commerce and the Ohio Construction Industry Licensing Board (<http://www.com.ohio.gov/dico/eLicense.aspx>)

Attach License documentation here.

ATTACHMENT 3

OFFEROR EXPERIENCE FORM

The Offeror must meet the following mandatory requirement in order to be eligible for consideration:

Offeror Mandatory Requirement 2.1.3: A minimum of three (3) years of continuous experience in providing this type of plumbing services.		
Customer No. 1:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 2:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 3:	City & State:	
Contact:	Telephone:	
Title:	From:	To:

ATTACHMENT 4

OFFEROR CUSTOMER REFERENCE FORM

Reference No. One		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Two		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Three		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

ATTACHMENT 5

PROJECT TEAM / RESOURCE(S) REFERENCES

Candidate's Name:

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Note: A routine background check will be processed by the Ohio Department of Public Safety as soon as possible after the candidate has been accepted. Failure to pass the background check may result in immediate dismissal of the candidate; whereupon, the Offeror must submit a replacement candidate within the time limits as set forth in 3.7 Replacement Personnel of this RFQ.

ATTACHMENT 6

PROJECT TEAM / RESOURCE(S) EDUCATION AND TRAINING

Candidate's Name:

This section must be completed to list the education and training of the proposed candidate(s).

Education and Training	Months/Years	Where Obtained	Degree/Major Year Earned
College			
Technical School			
Other Training			

ATTACHMENT 7

PROJECT TEAM / RESOURCE(S) EXPERIENCE REQUIREMENT

Candidate's Name:

MANDATORY PROJECT TEAM REQUIREMENT 2.1.5: A minimum of one (1) proposed resource must demonstrate a minimum of twenty-four (24) months experience as a Project Manager, Team Leader, Supervisor, or Foreman on projects employing plumbing services upkeep, repair, and installation.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

ATTACHMENT 7

PROJECT TEAM / RESOURCE(S) EXPERIENCE REQUIREMENT

Candidate's Name:

MANDATORY PROJECT TEAM REQUIREMENT 2.1.6: A minimum of one (1) proposed resource must have experience in a minimum of two (2) projects functionally similar to this project where the Project Manager, Team Leader, Supervisor, or Foreman was responsible for providing a solution similar to the ODPS plumbing services upkeep, repair, and installation.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

ATTACHMENT 8

CONTRACT PERFORMANCE

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no in each row.

Yes/No	Description
	Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	Whether the Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the evaluation team, such an answer and a review of the background details may result in a rejection of the Offeror's quotation. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT 9

**A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFQ 11-165, **Plumbing Services for Shipley Building, Center School Building and Alum Creek Facility**, is between the state of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

If this RFQ results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's quotation, and written, authorized amendments to the Contractor's quotation. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFQ, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFQ. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

1. This RFQ, as amended;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's quotation, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's quotation.

Notwithstanding the order listed above, purchase orders, change orders, and amendments issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of January 1, 2011, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

By:

By: Thomas J. Stickrath, Director

Title:

Ohio Department of Public Safety

Date:

Date:

ATTACHMENT 10

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

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

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

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

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

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

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

ATTACHMENT 10

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (CONT)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

ATTACHMENT 11



**FACILITY ACCESS REQUEST
NON-ODPS EMPLOYEE**

ODPS SPONSOR INFORMATION (ODPS employee responsible for individual requiring access)

OHIO DEPARTMENT OF PUBLIC SAFETY SPONSOR NAME		
SPONSOR DIV/SECTION/UNIT	SPONSOR PHONE # () -	
SPONSOR SIGNATURE X		
REQUEST ACCESS BE GRANTED TO (building/location)		
TYPE OF ACCESS:	<input type="checkbox"/> PICTURE IDENTIFICATION BADGE WITH ACCESS RIGHTS	START DATE / /
	<input type="checkbox"/> SIGN IN AND SIGN OUT/VISITORS BADGE	END DATE / /
REASON FOR ACCESS		

COMPANY OR AGENCY INFORMATION

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP CODE
EMERGENCY OFFICE PHONE # () -		
COMPANY SIGNATURE (i.e., Corporate Officer, Chief) X	PRINT NAME	

INFORMATION ON INDIVIDUAL REQUIRING ACCESS

LAST NAME	FIRST NAME	FULL MIDDLE NAME	
PRESENT ADDRESS	CITY	STATE	ZIP CODE
DATE OF BIRTH: (MM/DD/YY) / /	SOC. SEC. #		
ALIASES AND/OR MAIDEN NAME	HOME PHONE # () -		
YOUR SUPERVISOR'S NAME (print)	SUPERVISOR OFFICE PHONE # () -		
LIST ANY FELONY OR MISDEMEANOR CONVICTIONS IN THE PAST TEN YEARS AND DATE OF CONVICTION:			
DRIVER LICENSE #/STATE ID/PASSPORT (ATTACH COPY OF LEGAL PICTURE ID)			
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.			
SIGNATURE X			DATE

SUBMIT TO YOUR SPONSOR 30 DAYS PRIOR TO ARRIVING AT THE SITE. SPONSOR WILL COORDINATE THE ISSUANCE OF AN ODPS ID BADGE.

DPS 0166 3/08

ATTACHMENT 12

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("**Agreement**") is made this ____ day of _____, 20____ by _____ ("**Contractor**")

WHEREAS, Contractor holds a position of trust relative to the information received during the performance of the work on the project. By executing this Agreement, Contractor acknowledges and recognizes the responsibility entrusted to Contractor and to the state of Ohio in preserving the security and confidentiality of the information.

NOW THEREFORE, Contractor agrees as follows:

1. The term "**Confidential Information**" shall mean any and all information which is disclosed by the State verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists, unpublished financial information, and personal information such as social security numbers, home addresses, telephone numbers, emergency contact information, and any other personal information.

2. Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Contractor shall use Confidential Information in a manner consistent with the terms of this Agreement and only in furtherance of the work on the project. Contractor's internal disclosure of Confidential Information shall be only to those employees, Contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Contractor shall promptly notify the State of any unauthorized disclosure or use of Confidential Information by any person and/or entity. Upon termination of this Agreement, or the State's written request, the Contractor shall cease use of the Confidential Information and immediately return all tangible Confidential Information to the State. With respect to Confidential Information stored in electronic form, the Contractor shall delete all such Confidential Information from its systems and certify in writing to the State that such information has been deleted.

3. This Agreement imposes no obligation upon Contractor with respect to Confidential Information which Contractor can establish by legally sufficient evidence that such information: (a) was, prior to receipt from the State, in the possession of, or was rightfully known by Contractor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the State; (c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Contractor without the use of or reference to the Confidential Information. Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Contractor shall have given the State reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.

4. The Confidential Information is provided "as-is" and the State makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. The State shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Contractor agrees that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of the State, nor shall this Agreement grant Contractor any rights in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.

ATTACHMENT 12

NONDISCLOSURE AGREEMENT (CONT)

5. Contractor will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, and that breach of this Agreement may result in Contractor and Contractor's organization being prohibited from participating in any future work with the Ohio Department of Public Safety.

6. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the state of Ohio, excluding choice of law principles. Contractor acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and the State shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Contractor has read and understands this Nondisclosure Agreement. Contractor's signature below indicates Contractor's agreement to all of the above terms.

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT 13

CONFIDENTIALITY AND CONDUCT AGREEMENT

As part of this engagement by you with the state of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the state of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the state of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: _____
(PLEASE PRINT)

TITLE: _____

SIGNATURE : _____

DATE: _____