

INVITATION TO QUOTE

14-66152

PLUMBING SERVICES FOR THE ALUM CREEK FACILITY, CENTRE SCHOOL, AND CHARLES D. SHIPLEY BUILDINGS

DATE ISSUED: DECEMBER 6, 2013

1 General Overview

1.1 Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting quotations for an Independent Contractor to perform emergency plumbing services, preventative maintenance and repair, including minor construction. The Independent 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 Independent Contractor to provide plumbing services at the following ODPS locations:

Alum Creek Facility
1583 Alum Creek Drive
Columbus, Ohio 43209

Centre School Building
1952 West Broad Street
Columbus, Ohio 43223

Charles D. Shipley Building
1970 West Broad Street
Columbus, Ohio 43223

If a suitable offer is made in response to this Request For Quotation (ITQ), the state of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Independent Contractor") perform the Work (described in the General Overview and Scope of Work). This ITQ 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 Independent Contractor in performing the Work.

Once awarded, the term of the Contract will be from receipt of the purchase order through June 30, 2015. This Contract may be extended by mutual agreement in writing, between the ODPS and the Independent 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 Independent Contractor and the needs of the ODPS.

This ITQ 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 of the Charles D. Shipley Building, at 1970 West Broad Street.

1.3 Objective:

This ITQ is issued to obtain the services of an Independent Contractor to meet the needs associated with the domestic water and sewer piping systems at all three (3) locations. The objective of this ITQ 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 ITQ. 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) 752-7823, or email Pam Woods, Purchasing Coordinator, at pwoods@dps.state.oh.us. The fax or email must be sent to Mrs. Woods' attention and include the attendees' names (to include a substitute participant), 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 December 12, 2013, at 3:00 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 / or times, for the mandatory site visits.

FACILITY / ADDRESS	SITE VISIT DATE	SITE VISIT TIME
ODPS Alum Creek Facility 1583 Alum Creek Drive Columbus, Ohio 43209	December 13, 2013	10:00 a.m.
ODPS Shipley Building 1970 West Broad Street Columbus, Ohio 43223	December 13, 2013	1:00 p.m.
Centre School Building 1952 West Broad Street Columbus, Ohio 43223	December 13, 2013	Immediately Following the Shipley Building Visit

2 Specifications – Scope of Work

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 ITQ. 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, as outlined above in Section 1.4.
- 2.1.2 Licensed Plumbing Independent Contractor with the Ohio Department of Commerce and the Ohio Construction Industry Licensing Board (www.com.ohio.gov/dico/ocilb/default.aspx) as requested in *Attachment 3, Offeror Experience Form*.
- 2.1.3 A minimum of three (3) years of continuous experience in providing these types of plumbing services as requested in *Attachment 3, Offeror Experience Form (Cont.)*.
- 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, Offeror Experience Form (Cont.)*.

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, Project Team / Resource(s) Experience 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. The Offeror must detail how their proposed resource(s) meet this requirement as requested in *Attachment 7, Project Team / Resource(s) Experience Requirement (Cont.)*.

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 Independent 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 Independent 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 Independent Contractor shall provide emergency service twenty-four (24) hours per day with a two (2) hour response time.
- 2.3.1.4 The Independent 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 Independent 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 Independent 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.
- 2.3.1.7 The Independent Contractor will have access to owner's scissor lift. The Independent Contractor's employees must first be site trained / certified, prior to operation of lift. Training and certification will be provided by ODPS, at no additional charge to the Independent Contractor.

2.3.2 Permits, Inspections, and Codes.

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

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

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

2.4 Products:

2.4.1 Materials

The Independent 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 Independent 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 Independent 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 Independent 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 Independent Contractor shall protect all fixtures and equipment against damage. The Independent 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 Ohio Department of Public Safety Facilities Services Manager, the Independent 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 Independent 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 Independent Contractor must provide replacement equipment.

2.5.2 Sleeves

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

2.5.2.4 The Independent 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 Independent Contractor shall use copper sleeves for un-insulated copper piping.
- 2.5.2.6 The Independent 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 Independent Contractor shall seal weather-tight sleeves through outside walls.
- 2.5.3 Foundations and Supports
 - 2.5.3.1 The Independent 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 Independent 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 Independent 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 Independent 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 Independent 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 Independent Contractor shall provide and apply such lubrications as recommended by the Original Equipment Manufacturer.
 - 2.5.6.2 The Contract must be careful not to over-lubricate. Any damages to the equipment due to the Independent Contractor's negligence in this respect shall be repaired at the Independent Contractor's expense.
 - 2.5.6.3 The Independent 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 Independent 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 Independent Contractor shall be responsible for location and installation of all control elements.
- 2.5.8 Excavation and Backfill
 - 2.5.8.1 The Independent Contractor must provide any trenching required to install underground piping. In addition, the Independent 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 Independent 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 Independent Contractor must backfill at all other exterior foundation walls with suitable excavating material, placed in eight inch (8") layers, and compacted thoroughly. The Independent 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 ITQ 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 Insurance:

- 2.7.1 The Independent Contractor shall maintain insurance coverage for the duration of the Contract.
- 2.7.2 The Independent Contractor shall indemnify the ODPS for any damage, loss, or injury resulting from the Independent Contractor's performance of this Contract.

- 2.7.3 The Certificate of Insurance / Accord form must identify the ITQ number and State agency name. The certificate(s) must be in a form that is reasonably satisfactory to the State 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.
- 2.7.4 The Independent Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:
- 2.7.4.1 The Independent Contractor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Independent Contractor. In addition, the Independent Contractor should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Independent Contractor, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under the ODPS' workers' compensation insurance. The Independent Contractor is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System or Ohio 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 Independent Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- 2.7.4.2 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 thirty (30) days prior written notice of cancellation or material change to the policy. It is also agreed upon that the Independent Contractor's Commercial General Liability shall be primary over any other insurance coverage.
- 2.7.4.3 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.

3 Other Offeror Responsibilities

3.1 Excusable Delay:

Neither the State nor the Independent 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 Independent Contractor's subcontractors will be considered controllable by the Independent Contractor, except for third party manufacturer's supplying commercial items and over whom the Independent Contractor has no control.

3.2 Sub-contracting:

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

3.3 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 Independent 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 Independent Contractor removes the proposed resource(s) without prior written consent of the State, the Independent Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Independent Contractor may only remove the proposed resource(s) listed in the quotation response for legal or disciplinary reasons. In this event, the Independent 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:

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

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

3.4 Nondisclosure Agreement:

Independent Contractors / Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Independent 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 **3.3 Replacement Personnel** of this ITQ (See *Attachment 10, Nondisclosure Agreement*).

3.5 Confidentiality and Conduct Agreement:

Independent Contractors / Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Independent 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 **3.3 Replacement Personnel** of this ITQ (See *Attachment 11, Confidentiality and Conduct Agreement*).

3.6 Work Rules, Policies, and Procedure Compliance:

The Independent 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 Independent Contractor is using or possessing State data or accessing State networks and systems, the Independent 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 Independent Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Independent 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 Independent 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 Inquiries and ITQ Response

4.1 Inquiries:

Offerors may make inquiries regarding this ITQ any time during the inquiry period (December 16, 2013 thru December 20, 2013, by 3:00 p.m.). 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 ITQ 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.
- 4.1.8 Type the inquiry in the space provided including:
- 4.1.9 A reference to the relevant part of this ITQ;
- 4.1.10 The heading for the provision under question; and
- 4.1.11 The page number of the ITQ where the provision can be found.
- 4.1.12 Click "Submit."
- 4.1.13 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.
- 4.1.14 Offerors may view inquiries and responses using the following process:
 - 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
 - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
 - 4.1.14.4 Enter "ODPS" and the ITQ Number found on Page 1 of the document;
 - 4.1.14.5 Click "Find It Fast";
 - 4.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.15 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.
- 4.1.16 If an Amendment to this ITQ is necessary less than four (4) days before the ITQ due date, the State may extend the ITQ due date through an Announcement. Amendment Announcements may be provided any time before 4:00 p.m. on December 16, 2013.

4.2 Requests for Previous Quotations / Contracts:

Requests from potential Offerors for copies of previous ITQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present ITQ. Requests from potential Offerors for copies of previous ITQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present ITQ. PRRs should be submitted by phone or e-mail to Pam Woods, Purchasing Coordinator, (614) 752-7615, pwoods@dps.state.oh.us or mail to:

Ohio Department of Public Safety Public Records / Administrator Office of Administration 1970 West Broad Street Columbus, Ohio 43223
--

The posted time frames for responses to internet questions for ITQ 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 ITQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this ITQ.

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 ITQ 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 ITQ 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., December 23, 2013.**

Quotations may be submitted by USPS and addressed to:

Ohio Department of Public Safety
Procurement Services – Contracts Unit
1970 West Broad Street, 5th Floor
Columbus, Ohio 43223

ATTN: Pamela R. Woods, Purchasing Coordinator
REF: ITQ 14-66152

Quotations may also be submitted via fax to Pamela R. Woods, REF. ITQ 14-66152, at (614) 752-7823; or, emailed to: pwoods@dps.state.oh.us.

5 Mandatory Content of ITQ Response

5.1 Quotation / Cost Summary:

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

5.2 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, Offeror Profile Form* and *Attachment 3, Offeror Experience Form*).

5.3 Offeror 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:

- 5.3.1 Customer's name and address.
- 5.3.2 Contact name, title, and current phone number.
- 5.3.3 Date contract began and date completed.
- 5.3.4 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, Offeror Customer Reference Form*).

5.4 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 ITQ (*Attachment 3, Offeror Experience Form* and *Attachment 4, Offeror Customer Reference Form*). 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, **Offeror Mandatory and Project Team Requirements and Qualifications**.

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

- 5.4.1 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, Project Team / Resource(s) References*).

- 5.4.2 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, Project Team / Resource(s) Education and Training*).
- 5.4.3 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.
- 5.4.4 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, Project Team / Resource(s) Experience Requirement*).
- 5.4.5 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, Project Team / Resource(s) Experience Requirement*).

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

5.4.5.1 Candidate's Name.

5.4.5.2 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.

5.4.5.3 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.

5.4.5.4 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 Scope of Work covered by this ITQ. 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.

5.4.6 Contract Performance

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

5.4.7 A Contract between the Ohio Department of Public Safety and the Independent Contractor

The Offeror must submit a completed and signed contract signature page [*Attachment 9, Facility Access Request (Non-State Employee)*].

6 Evaluation

6.1 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 1)*. 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. In order to provide a scoring standard, the value of fifty (50) hours will be used as a factor to tabulate a cost for evaluation.

Plumbing Journeyman (Lead)		Standard Hourly Rate
	+	After Hours Hourly Rate
	+	State Holiday Hourly Rate
	=	Sum of Hourly Rates
	/	Three (3)
	=	Average Hourly Rate
	x	Hours worked (for scoring purposes) - (50.0)
	=	Total Evaluated Cost

6.2 Review of Quotations:

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

6.3 Rejection of any / all quotations:

- 6.3.1 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 Procurement Services will 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.
- 6.3.2 ODPS reserves the right to disqualify an Offeror’s response and any quotations for the following reasons:
 - 6.3.2.1 Failure to provide a signed quotation.
 - 6.3.2.2 Late ITQ responses.
 - 6.3.2.3 Failure to provide required information and / or meet specifications.
- 6.3.3 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.

6.4 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:

- 6.4.1 Offerors proposed team’s experience and skills
- 6.4.2 Offeror profile.
- 6.4.3 Offeror references demonstrating the ability to complete this project based upon similar, previous experience.
- 6.4.4 Offeror’s expected ODPS personnel staffing commitment to complete this Project within the expected timeframe.

6.5 Basis of Award:

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

ATTACHMENT 1

QUOTATION / COST SUMMARY TABLE

Name of Company / Independent Contractor

Company / Independent Contractor
Authorized Signature

Quotation Submission Date: _____

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 on or about 12/31/13, will begin work on or about 1/15/14 and complete the work by 6/30/15. This Contract may be extended by mutual agreement in writing, between the ODPS and the Independent 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.)

Table 1: Labor Costs. The Offeror shall provide the hourly rates for their personnel to perform work under this contract. Offerors 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	Hours Worked (for scoring purposes)	Standard Hourly Rate x Hours Worked
	Plumbing Journeyman (Lead)	\$	\$	\$	\$	50.0	\$
	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					\$	50.0	\$

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 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 3.2, Subcontracting):

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

a) Principal location of business for the Independent 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 *Attachment 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 / Independent 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 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 Independent Contractor with the Ohio Department of Commerce and the Ohio Construction Industry Licensing Board (www.com.ohio.gov/dico/ocilb/default.aspx).

Attach License Documentation Here

ATTACHMENT 3

OFFEROR EXPERIENCE FORM (CONT.)

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 **3.3 Replacement Personnel** of this ITQ.

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 (CONT.)

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 (7) 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



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

A record check will be performed on all contractors requesting facility access to Ohio Department of Public Safety (ODPS) facilities / Ohio Department of Transportation (ODOT) cafeteria. The check will be limited to only those addresses provided as well as to BMV records. A complete Computerized Criminal History (CCH) check of LEADS databases will only be performed for contractors who are requesting access to ODPS facilities.

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

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

COMPANY INFORMATION FOR INDIVIDUAL REQUIRING FACILITY ACCESS

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

ODPS / ODOT EMPLOYEE RESPONSIBLE FOR INDIVIDUAL REQUIRING FACILITY ACCESS

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

RETURN BACKGROUND APPROVAL / DISAPPROVAL NOTIFICATION TO (to be completed by DPS / ODOT personnel only)

NAME	DATE / /
------	-------------

[\(DPS 505.02\)](#)
DPS 0168 8/13 [760-1481]

ATTACHMENT 10
NONDISCLOSURE AGREEMENT

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

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

NOW THEREFORE, Independent 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.) Independent Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Independent 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. Independent Contractor's internal disclosure of Confidential Information shall be only to those employees, Independent 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. Independent 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 Independent 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 Independent 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 Independent Contractor with respect to Confidential Information which Independent 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 Independent 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 Independent 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 Independent Contractor without the use of or reference to the Confidential Information. Independent Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Independent 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. Independent 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 Independent Contractor any rights in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.
- 5.) Independent 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 Independent Contractor and Independent 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. Independent 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.

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

BY: _____ TITLE: _____
(PLEASE PRINT)

SIGNATURE: _____ DATE: _____

ATTACHMENT 11

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: _____