

## **INVITATION TO BID**

### **MBE SET-ASIDE**

**ITB NUMBER: ACQ1021**  
**DATE ISSUED: February 18, 2015**

The State of Ohio, through the Department of Administrative Services, Enterprise IT Contracting, for the Office of Information Technology (OIT), is requesting bids for:

#### **Data Center Cleaning Services**

This ITB is an MBE Set-Aside Contract in accordance with Ohio Revised Code Section 125.081. Only MBE certified vendors with the State of Ohio may participate.

**INQUIRY PERIOD BEGINS: February 18, 2015**  
**MANDATORY PRE-BID CONFERENCE: February 24, 2015**  
**INQUIRY PERIOD ENDS: February 27, 2015**  
**OPENING DATE: March 2, 2015**  
**OPENING TIME: 1:00 P.M.**  
**OPENING LOCATION: Department of Administrative Services  
General Services Division  
4200 Surface Road  
Columbus, Ohio 43228**

This ITB consists of five parts and eight attachments, totaling 48 consecutively numbered pages. Please verify that you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is an Invitation to Bid (“ITB”) under Section 125.07 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Rule 123:5-1-07 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Public Safety (the “Agency”) has asked the Department of Administrative Services, Enterprise IT Contracting to solicit bids (“Bids”) for the Office of Information Technology (“OIT”) Data Center Cleaning Services and this ITB is the result of that initiative.

If a participating vendor (“Bidder”) submits a suitable Bid in response to this ITB, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected Bidder (the “Contractor”) provide all or part of the Deliverables. This ITB provides details on what is required to submit a Bid for the Deliverables, how the State will evaluate the Bids, and what will be required of the Contractor under the Contract.

This ITB also gives the estimated dates for the various events in the bid process and performance of the Contract. While these dates are subject to change, prospective Bidders must be prepared to meet them as they currently stand.

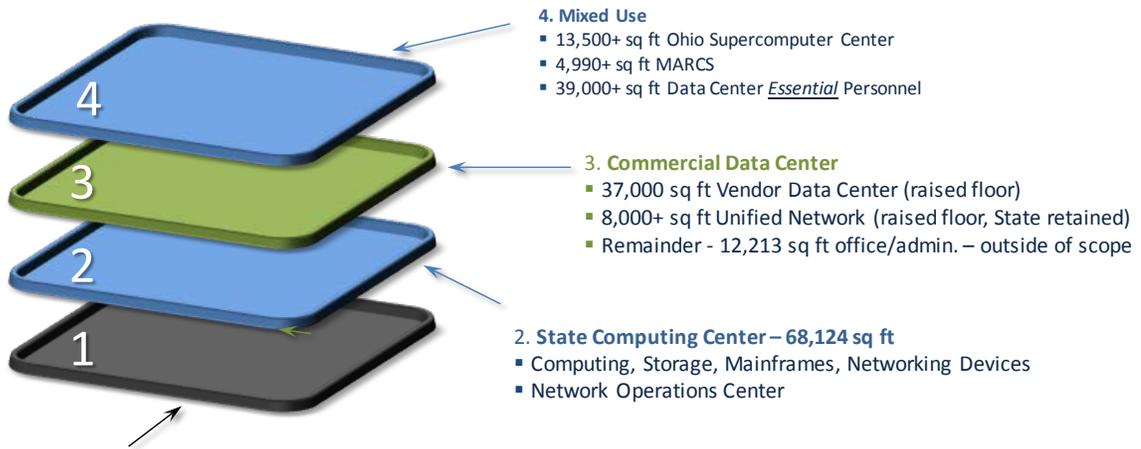
Once awarded, the term of the Contract will be from the award date until the Contractor’s performance under the Contract is completed to the satisfaction of the State and the Contractor is paid or June 30, 2015, whichever is sooner. The State may choose to renew the Contract for two (2) additional two-year periods through June 30, 2019.

**The State may reject any Bid if the Bidder fails to meet a deadline in the bid process or objects to the dates for performance of the Contract or the terms and conditions in this ITB. The State also may reject any Bid if the Bidder’s Deliverables fail to meet the requirements of this ITB.**

**Background.** The Department of Administrative Services, Office of Information Technology (OIT), is responsible for the operations of the State of Ohio Computing Center (SOCC). The primary use of the SOCC historically has been, and shall be for the term of this Contract, for the provision of a secure data center facility for purposes of providing computing functions to State Agencies, Boards and Commissions, collectively “State Bodies”. The SOCC is a technologically sophisticated Tier III data center designed to provide a continuous operating environment for computer and telecommunications systems housed within. The facility is fully operational and staffed 24 hours/365 days per year.

A Mandatory Pre-Bid Conference will be held at the SOCC (See section 2.1) for all potential bidders. Bids received from bidders who did not participate in the Mandatory Pre-Bid Conference may be rejected. At this conference, the State will make available detailed floorplans of the SOCC for review and inspection by Bidders. Due to the sensitivity of these floorplans, and as covered by ORC 149.433, these records will not be made available or permitted to be duplicated or photographed by any bidder.

Each floor of the SOCC is approximately 85,000 sq. ft. which includes the atrium area. Some floors are mixed use. The specific arrangement by floor of the SOCC is as follows:



**1. General and Mixed Use**

- Mechanical (UPS, Telecom, Controls)
- Administrative (meeting space, ISD, building management)
- Common (atrium, restrooms)

The Contractor will not have responsibility for cleaning general, common and administrative spaces that are not included in the technical or computing areas. There may be slight variances between the raised floor statistics in the bulleted items below and the general, administrative and common space. Contractors are to base their offer on the raised floor statistics below.

- First Floor - The 1st floor area consists of 85,000 SF of general and administrative mixed use space which includes the atrium space. All of the SOCC mechanical elements, (UPS, Telecom and Controls) are also located on the first floor.
- Second Floor – The 2nd floor area of SOCC is approximately 68,124 SF of raised floor computing space. The raised floor is 24” above the sealed concrete sub-floor which constitutes a cold air supply plenum. The column spacing is on 40’ x 40’ centerlines which constitutes one 1,600 SF “Bay”. The center of each bay has one floor drain in the center of the concrete sub-floor. The raised floor is comprised of 2’ x 2’ perforated floor tiles in a bolted stringer system with pedestals at each tile corner. The air distribution system is via 20 ton down-flow Computing Room Air Conditioners (CRAC) units. Copies of the floor plan will be available for review at the Mandatory Pre-Bid Conference which show the area of HPL tiles and the general location of facility related equipment (CRAC’s & Power Distribution Units (PDU)).
- Third Floor –The 3rd floor area of the SOCC includes:
  - a) 36,983 - OSU raised floor computing space; and,
  - b) 8,000 - ISD/Network raised floor computing space.
- Fourth Floor – The 4th floor area of the SOCC includes 18,490 square ft. of raised floor computing space.

The current air filtration is as follows:

- Building Air Handlers: Two units are the means to introduce outside make-up air and in winter months, steam humidity into the computer room area. Both units are 9,000 CFM (6,000 CFM return air and 3,000 OA make up) and use 1” roll off 10% filter media over 2” MERV 8 pre-filters with 12” MERV 14 final filters.

- CRAC Units: Multiple 20 Ton down-flow units are used within the raised floor area and are ducted from the above ceiling plenum space and discharge below the raised floor. Each unit uses 2” MERV 8 pre-filters and 4” MERV 8 final filters.
- The area beneath the raised floor contains condenser water piping ranging in size from 6” to 14”, 1” domestic cold water piping, electrical conduits, seal-tight flexible PDU cables, cable tray, voice and data cables and smoke detection. There is no fire suppression in the plenum space.

The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on the Price List (post award) and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

**Objectives.** The State has the following objectives that it wants the Contract to serve, and it will be the Contractor’s obligation to ensure that the Deliverables meet these objectives:

The State of Ohio, by the Department of Administrative Services, Enterprise IT Contracting (the "State"), is releasing this Invitation to Bid to enter into a Contract to acquire OIT Data Center Cleaning Services as specified herein. The State and members of the State’s Cooperative Purchasing Program may purchase additional services during the term of the Contract. However, the State makes no guarantee that the State will make any purchases pursuant to this ITB or that the actual amount of Deliverables the State purchases under the Contract will meet the estimates.

The summary of the requirements of this contracted work are as follows:

- Provide data center cleaning services for operational computer room space at the SOCC, in the areas indicated on the 2nd, 3rd and 4th floors, in accordance with the requirements listed herein.
- Provide such services with no unscheduled downtime to SOCC operations (special attention must be given to Exhibit 1 – CONTRACTOR RULES AND REGULATIONS “Protection of Adjacencies,” attached to this ITB).
- It is the intent of the State to engage an experienced company experienced in this specialty discipline who can demonstrate past experience in a high availability critical environment without experiencing unplanned downtime. This experience will be evaluated using information provided as part of Attachment Eight Bidder References.

**Overview of the Deliverables.** The specifications for the Deliverables are provided in Attachment One of this ITB. This section only gives a brief description of the Deliverables. If there is any inconsistency between this description and Attachment One, the attachment will govern.

Bidders must offer only the specific items listed below:

ITEM NUMBER	DESCRIPTION
1.	SOCC 2 <sup>nd</sup> Floor Initial Thorough Cleaning
2.	SOCC 2 <sup>nd</sup> Floor Weekly Services
3.	SOCC 2 <sup>nd</sup> Floor Quarterly Services
4.	SOCC 2 <sup>nd</sup> Floor Semi Annual Services
5.	SOCC 2 <sup>nd</sup> Floor Annual Services
6.	SOCC 3 <sup>rd</sup> Floor ISD/Network Initial Thorough Cleaning
7.	SOCC 3 <sup>rd</sup> Floor ISD/Network Weekly Services

8.	SOCC 3 <sup>rd</sup> Floor ISD/Network Quarterly Services
9.	SOCC 3 <sup>rd</sup> Floor ISD/Network Semi Annual Services
10.	SOCC 3 <sup>rd</sup> Floor ISD/Network Annual Services
11.	SOCC 3 <sup>rd</sup> Floor OSU Initial Thorough Cleaning
12.	SOCC 3 <sup>rd</sup> Floor OSU Weekly Services
13.	SOCC 3 <sup>rd</sup> Floor OSU Quarterly Services
14.	SOCC 3 <sup>rd</sup> Floor OSU Semi Annual Services
15.	SOCC 3 <sup>rd</sup> Floor OSU Annual Services
16.	SOCC 4 <sup>th</sup> Floor Initial Thorough Cleaning
17.	SOCC 4 <sup>th</sup> Floor Weekly Services
18.	SOCC 4 <sup>th</sup> Floor Quarterly Services
19.	SOCC 4 <sup>th</sup> Floor Semi Annual Services
20.	SOCC 4 <sup>th</sup> Floor Annual Services
21.	1000 Sq. Ft. Technical Raised Floor Initial Thorough Cleaning
22.	1000 Sq. Ft. Technical Raised Floor Weekly Services
23.	1000 Sq. Ft. Technical Raised Floor Quarterly Services
24.	1000 Sq. Ft. Technical Raised Floor Semi Annual Services
25.	1000 Sq. Ft. Technical Raised Floor Annual Services
26.	1000 Sq. Ft. Non-Technical Raised Floor Initial Thorough Cleaning
27.	1000 Sq. Ft. Non-Technical Raised Floor Weekly Services
28.	1000 Sq. Ft. Non-Technical Raised Floor Quarterly Services
29.	1000 Sq. Ft. Non-Technical Raised Floor Semi Annual Services
30.	1000 Sq. Ft. Non-Technical Raised Floor Annual Services
31.	1000 Sq. Ft. Ceiling Cleaning
32.	Interior Server Cabinet Cleaning per 42U rack
33.	Ad-hoc Airborne Particulate Count Sampling

The initial order must be performed at the following location within ten (10) calendar days after receipt of a purchase order as mutually agreed based on the established Cleaning Project Schedule:

- The Office of Information Technology  
1320 Arthur E. Adams Drive  
Columbus, OH 43221-3595

**Calendar of Events.** The schedule for the bid process is given below. The State may change this schedule at anytime. If the State changes the schedule before the Bid due date, it will do so through an announcement on the State Procurement Website’s question and answer area for this ITB. The Website announcement will be followed by an amendment to this ITB, also available through the State Procurement Website. After the Bid due date and before the award of the Contract, the State will make schedule changes through the ITB amendment process. It is each prospective Bidder’s responsibility to check the Website question and answer area for this ITB for current information regarding this ITB and its Calendar of Events through award of the Contract.

**Dates:**

Firm Dates

ITB Issued:	February 18, 2015
Mandatory Pre-Bid Conference (Sec. 2.1)	February 24, 2015
Inquiry Period Begins:	February 18, 2015
Inquiry Period Ends:	February 27, 2015 8:00 a.m.
Bid Due Date:	March 2, 2015, at 1:00 p.m.

Estimated Dates

Contract Award: March 6, 2015

Contract Dates:

Start Date: March 16, 2015

There are references in this ITB to the Bid due date. Prospective Bidders must assume, unless it is clearly provided to the contrary in this ITB, that any such reference means the date and time (Columbus, Ohio local time) that the Bids are due and not just the date.

## **PART TWO: STRUCTURE OF THIS ITB**

**Organization.** This ITB is organized into five parts and has nine attachments. The parts and attachments are listed below.

### **Parts:**

Part One	Executive Summary
Part Two	Structure of this ITB
Part Three	General Instructions
Part Four	Evaluation of Bids
Part Five	Award of the Contract

### **Attachments:**

Attachment One	Requirements and Special Provisions
Attachment Two	Requirements for Bids
Attachment Three	General Terms and Conditions
Attachment Four	Bid Commitment
Attachment Five	Bidder Certifications
Attachment Six	Buy Ohio and Buy American Certification
Attachment Seven	Cost Summary
Attachment Eight	Bidder References
Exhibit One	Contractor Rules and Regulations

### PART THREE: GENERAL INSTRUCTIONS

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

**Contacts.** The following person will represent the State during the ITB process:  
Procurement Representative:

Andrew Miller  
Department of Administrative Services  
Enterprise IT Contracting  
30 E. Broad St., 39<sup>th</sup> Floor  
Columbus, Ohio 43215

During the performance of the Contract, a State representative (the "Contract Representative") will represent the Ohio Department of Public Safety and be the primary contact for the Contract. The State will designate the Contract Representative in writing after the Contract award.

**Inquiries.** Bidders may make inquiries regarding this ITB anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, Bidders must use the following process:

- Access the State Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "Find It Fast";
- Select doc/bid/schedule "Schedule #" as the Type;
- Enter ACQ1021 for the ITB number;
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - Full name of the prospective Bidder's representative for the inquiry,
  - Name of the prospective Bidder,
  - Representative's phone number, and
  - Representative's email address;
- Type the inquiry in the space provided and include:
  - A reference to the relevant part of this ITB,
  - The heading for the provision under question, and
  - The page number of the ITB where the provision can be found; and
- Click the "Submit" button.

A Bidder submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The Bidder will not receive a personalized response to the question, nor will the Bidder receive notification when the State has answered the question.

Bidders may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

**Amendments to the ITB.** If the State amends this ITB before the Bids are due, it will announce all amendments on the State Procurement Website.

Bidders may view amendments by using the "Find It Fast" function of the State's Procurement Webpage and then clicking on the amendment number to display the amendment.

When the State amends this ITB, it also may extend the Bid due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Bids are due, and it is each prospective Bidder's responsibility to check for announcements and other current information regarding this ITB.

**Bid Submittal.** Each Bidder must submit three (3) completed, sealed, and signed copies of its Bid in an opaque envelope. The Bidder must clearly mark the exterior of the envelope "**OIT Data Center Cleaning Services – ACQ1021**" on the outside.

In each sealed envelope, the Bidder must include an electronic copy of everything contained within the package on CD-ROM in Microsoft Office and PDF format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Bid, the hard copy will control, and the State will base its evaluation of the Bid on the hard copy.

Bids are due no later than 1:00 p.m. on the Bid due date. State will reject bids submitted by email or fax. Bidders must submit their Bids to:

Department of Administrative Services  
General Services Division  
Office of Procurement Services  
4200 Surface Road  
Columbus, Ohio 43228  
Attn: Bid desk

The State may reject any Bid or unsolicited modifications that it receives after the deadline. A Bidder that mails its Bid must allow for adequate mailing time to ensure its timely receipt. Additionally, Bidders must allow for potential delays due to increased security.

Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once opened, Bids cannot be altered or withdrawn, except as allowed by this ITB.

By submitting a Bid, the Bidder acknowledges that it has read this ITB, understands it, and agrees to be bound by its terms. The State is not responsible for the accuracy of any information regarding this ITB gathered through a source other than the inquiry process described in this ITB.

All Bids and other material that Bidders submit will become the property of the State and may be returned only at the State's option. Bidders should not include any proprietary information in a Bid or in other material submitted as part of the evaluation process because the State will have the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after the Bid opening.

The State will retain all Bids, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Bids and any copies of them.

Prospective Bidders may not prepare or modify their Bids on State property.

**Waiver of Defects.** The State may waive any defects in any Bid or in the submission process followed by a Bidder. But the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Bidders.

**Changes to Bids.** The State will allow modifications to and withdrawals of Bids only if the State receives them before the Bid due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this ITB.

**Bid Instructions.** Each Bid must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two, which describes the requirements for a Bid's contents and formatting. The State wants clear and concise Bids, but Bidders must answer questions completely and meet all the ITB's requirements.

**Bid Costs.** The State is not liable for any costs a Bidder incurs in responding to this ITB or from participating in the bidding process. This is true regardless of whether the State awards the Contract through this process, decides not to go forward with the procurement, cancels this ITB for any reason, or contracts for the Deliverables through another ITB or a different process.

#### **PART FOUR: BID EVALUATION**

**Bid Opening.** The State will open the Bids on March 2, 2015, at 1:00 p.m., and Bidders may attend the opening. The State will open the Bids in the presence of a representative of the Auditor of State. After the opening, the Procurement Representative will begin the initial review of the Bids.

After Bids are opened, they are public records, as defined in Revised Code Section 149.43, and they are subject to all laws applicable to public records.

**Rejection of Bids.** The State may reject any Bid that is late, not in the required format, does not address all the requirements of this ITB, or that the State believes is excessive in price. The State also may reject any Bid in which the Bidder takes exception to the terms and conditions of this ITB, includes assumptions or conditions, or fails to comply with the procedures for participating in the ITB process. In addition, if the State believes it is in its interests to do so, it may cancel this ITB, reject all the Bids, and seek to make the procurement through a new ITB or other means.

**Evaluation of Bids.** The Bid evaluation process may consist of up to five phases:

1. Initial review
2. Determination of costs
3. Application of Buy Ohio and American preferences
4. Determination of responsiveness
5. Determination of responsibility
6. Award

**Clarifications and Corrections.** During the evaluation process, the State may request clarifications from any Bidder with a Bid under active consideration and may give any Bidder the opportunity to correct defects in its Bid. But the State will do so only if it believes that it is in the State's interests to do so and it will not result in an unfair advantage for the Bidder. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does reject such a clarification, it then may request a corrected clarification, consider the Bid without the clarification, or disqualify the Bid.

Bidders may not prepare corrections or clarifications to their Bids on State property.

**Initial Review.** The Procurement Representative will review all Bids for their format and completeness. The Procurement Representative normally rejects incomplete or incorrectly formatted Bids, though he or she may waive any minor defects or allow a Bidder to submit a correction for such defects. Further, if the Auditor of State does not certify a Bid due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness.

**Determination of Lowest Bid.** For the State to determine that a Bid is the lowest Bid, the State must determine that the Bid comes from a responsible Bidder, the Bid is responsive to the requirements of this ITB, and the Bid offers the lowest-cost Deliverables in comparison to all other responsive Bids from

responsible Bidders. The State will make this determination without regard to any discounts or incentives and only after application of any preferences, as further described below.

**Preferences.** The Contract award is subject to the domestic preference provisions of the Buy America Act, 41 USC Sections 10a-d (1976), as amended. It also is subject to the preference for Ohio products under Revised Code Sections 125.09 and 125.11 and Administrative Code Rule 123:5-1-06.

**Buy American.** The State will evaluate the Bids to determine if a Bidder's offering is for a "domestic source end product," as defined in 41 USC Sections 10a-d. Any bid item not meeting this requirement will be rejected, except when the item qualifies for an exemption under 48 CFR 25.104 as an item not produced in sufficient quantities in the United States.

To have items offered in response to this ITB qualify as domestic source end products, the Bidder must complete the Buy American Certification provided in Attachment Six. If the Bidder fails to complete the Buy American Certification, the State will presume that the Bidder's offering does not qualify as domestic source end products.

**Buy Ohio.** Following the State's Buy American determination, it will evaluate all remaining bids to determine if any qualify for the preference given to Ohio and border-state Bidders. Bidders from states bordering Ohio qualify for this preference only if the border state imposes no greater restrictions than those contained in Revised Code Sections 125.09 and 125.11. The State has determined that Indiana, Kentucky, Michigan, New York, and Pennsylvania currently qualify as border states for this purpose.

Ohio products are defined as products that have been mined, excavated, produced, manufactured, raised, or grown in Ohio or qualifying border states and that have at least 25% of their manufactured cost represented by Ohio or qualifying border-state products, labor, skill, and other services.

Bidders having a significant economic presence in Ohio or a qualifying border state also may qualify for an award of the Contract on the same basis as Bidders offering items produced in Ohio or qualifying border states. The State determines whether a Bidder has a significant economic presence in Ohio or a qualifying border state based on the number of employees and capital investment the Bidder has in Ohio or a qualifying border state.

When the State determines that the selection of the lowest Ohio or qualifying border-state Bid will not result in an excessive price or disproportionately inferior Deliverables, the State may award the Contract to the lowest responsible and responsive Ohio or qualifying border-state Bidder. Otherwise, when the State determines that selection of the lowest Ohio or qualifying border-state Bid will result in an excessive price or disproportionately inferior Deliverables, the State may award the Contract to the lowest Bid, regardless of the Bidder's location within the United States.

To qualify for the Ohio or border-state preference, the Bidder must complete the Buy Ohio Certification provided in Attachment Six. If the Bidder fails to complete the Buy Ohio Certification, the State will presume the Bidder's offering does not qualify for the preference.

**Discounts and Incentives.** While Bidders may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest Bidder.

**Cooperative Purchasing Program.** Members of the State's Cooperative Purchasing Program may utilize this ITB contract. This voluntary program offers Ohio counties, townships, municipalities, school districts, universities, transit authorities, park districts and others the benefits and cost savings of buying goods and services through State contracts.

**Determination of Responsiveness.** After the determination of the lowest Bid, the State will evaluate the lowest Bid to determine whether it is responsive. A Bid is responsive if it responds to the ITB's specifications in all material respects and contains no irregularities or deviations from the specifications

that would affect the amount of the Bid, give the Bidder an unfair competitive advantage, or affect the value the State will receive from the Deliverables.

The State always will review the responsiveness of the selected Bid before making the award. If the State determines that the selected Bid is not responsive, the State may reject it and review the next lowest Bid for its responsiveness. The State may continue this process until it identifies a responsive Bid or determines that no acceptable Bid is responsive.

**Determination of Responsibility.** After the determination of the lowest Bid, the State will review the background of the lowest Bidder and its subcontractors, if applicable, to ensure the responsibility of the Bidder. The State will not award the Contract to a Bidder that it determines is not responsible or that has proposed subcontractors that are not responsible. The State's determination of a Bidder's responsibility may include the following factors: experience, financial condition, conduct and performance on previous contracts, facilities, management skills, and ability to execute the Contract properly. The State may make this determination of responsibility based on information in the Bidder's Bid, from reference evaluations, from a review of the Bidder's financial ability, and any other sources that the State requests from the Bidder or that it determines is relevant.

The State always will review the responsibility of the selected Bidder before making the award. If the State determines that the selected Bidder is not responsible, the State may reject its Bid and review the next lowest Bidder for its responsibility. The State may continue this process until it identifies a responsible Bidder or determines that no Bidder with an acceptable Bid is responsible.

**Reference Checks.** As part of the State's determination of a Bidder's responsibility, the State will conduct reference checks to verify and validate the Bidder's past performance. Reference checks that indicate poor or failed performance by the Bidder may be cause for rejection of the Bid. Additionally, the State may reject a Bid as non-responsive if the Bidder fails to provide adequate reference information to complete its evaluation process.

References must be provided to demonstrate the Bidder's ability to provide the software and services required by the State. References will be verified. References provided by the Bidder must agree to be interviewed by representatives of the State.

**Financial Ability.** Part of the State's determination of a Bidder's responsibility may include the Bidder's financial ability to perform the Contract. This ITB may expressly require the submission of audited financial statements from all Bidders in their Bids. But if this ITB does not make this an express requirement, the State still may insist that a Bidder submit audited financial statements from the past three years, if the State is concerned that a Bidder may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this ITB requires as part of a Bid, such as credit reports from third-party reporting agencies.

**Debarment.** The State will not award the Contract to any Bidder that is listed on the State's debarment list at the time of the award. Further, the State will not award the Contract to any Bidder on the US government's debarment list at the time of the award if the State is relying on federal funds to make payments under the Contract or otherwise believes it is not in the State's interest to do so.

**Section 9.24 Findings.** Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Bid, the Bidder warrants that it is not subject to an unresolved Finding under Revised Code Section 9.24 at the time of its submission. Additionally, the Bidder warrants that it will notify the Procurement Representative in writing immediately upon becoming subject to such an unresolved Finding after submitting its Bid and before the award of a Contract under this ITB. And should the State select the Bidder for an award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions.

**Tie Bids.** If two or more Bidders offer the same cost and both are determined to be responsive and responsible, the State may break the tie with the flip of a coin. The State may assign “heads” and “tails” to the Bidders. The coin flip may be conducted in the presence of the Bidders, if they elect to be present. The flip will be the final determination of the lowest, responsive, and responsible Bidder.

**Unit Costs.** Bidders must provide a unit cost for each line item in the cost summary and not just a total cost. If this ITB expressly provides that some line items are optional, and the Bidder does not plan to offer the State an optional line item as part of its Bid, the Bidder must enter “No bid” on that line item. Unless this ITB expressly provides otherwise, all line items are mandatory. Bidders may not provide a cost using fractional cents, and the State may reject any Bid that does not provide its costs in whole cents.

**Estimated Quantities.** Unless otherwise expressly provided in this ITB, quantities of Deliverables given in this ITB are estimates only. The State makes no guarantee that the State will make any purchases pursuant to this ITB or that the actual amount of Deliverables the State purchases under the Contract will meet the estimates. Any estimated quantities are provided in Attachment One, and the selected Bidder must be prepared to meet those quantities. The State may procure additional items subsequent to the initial purchase. Additional purchases will be procured at the single unit cost as listed in the Cost Summary.

**Corrections after Bid Opening.** After the Bid opening, the State may permit a Bidder alleging an inadvertent error to correct its Bid, but only if the mistake and the correction are clearly evident from the Bid and the correction does not affect the amount of the Bid or otherwise give the Bidder an unfair competitive advantage.

**Bids are Firm.** Once opened, all Bids are firm and irrevocable for 90 days. Beyond 90 days, the Bidder will have the option of honoring its Bid or making a written request to withdraw it from consideration.

**Samples.** The State may require Bidders to provide sample supplies, equipment, or examples of work, and each Bidder must comply with the request at its sole expense. Samples must clearly identify the Bidder, the ITB number, and the item the sample represents in the Bidder’s Bid. Upon the Bidder’s timely request, the State will return samples that are not destroyed by testing to the Bidder at the Bidder’s expense. The State may keep the samples of the Bidder that is awarded the Contract until the completion of the Contract. Unsolicited samples submitted in response to this ITB will not be evaluated, and the State may dispose of them in any way it chooses. Attachment One will indicate whether any samples are required and, if so, provide more details on the process for submitting them. If a Bidder fails to fully comply with the submission process, the State may reject the affected Bid.

**Communications.** During the evaluation process, any attempt by a Bidder to influence the evaluation process may be grounds for immediate disqualification of the Bidder.

**Certifications.** When submitting a bid, the Bidder must sign and submit the Bidder Certification Form that is included as Attachment Five to this ITB. Failure to submit all the required certifications may result in the State disqualifying the Bidder. Certifications that require commitments during performance of the Contract will bind the Contractor to honor those commitments, and any failure to do so will be grounds for termination of the Contract for default. Additionally, the State may terminate the Contract immediately on notice should any of the certifications have been untrue when the successful Bidder submitted its Bid or at the time of the Contract award.

**Subcontracting.** It may be necessary for the Bidder to use a subcontractor to perform a portion of the work to be done under the Contract, but the Bidder must be the primary contractor for the overall effort. The Bidder must identify its subcontractors, suppliers, and joint ventures for performance of the Contract. The Bidder must supplement its list of subcontractors, suppliers, or joint ventures if the Bidder’s subcontractors, suppliers, or joint ventures change during the term of this Contract. The Bidder may not use any subcontractor that has been the subject of any government action to limit the subcontractor’s right to do business with that government in the last seven years. The Bidder must provide a written explanation with its Bid if the Bidder’s subcontractor cannot so certify. Further, the Bidder must obtain the

subcontractor agreement in writing to be bound to all the terms, conditions, and specifications of the Contract. The State may deny use of any subcontractor if the State determines that the Bidder will not be the primary Contractor who will perform the work under the Contract.

## **PART FIVE: AWARD OF THE CONTRACT**

**Contract Award.** The State plans to award the Contract based on the schedule in the ITB, if the State decides the procurement is in its best interests and has not changed the award date.

Included with this ITB, as Attachment Four, is a Bid Commitment. In awarding the Contract, the State will issue a letter of award (“Award Letter”) to the selected Contractor. The Bid Commitment and the Award Letter together will bind the Contractor and represent the formation of a Contract. But the State will be committed only when the State issues a purchase order and all other prerequisites identified in this ITB have occurred.

If the State makes an award pursuant to this ITB, and the Contractor is unable or unwilling to perform under the Contract, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this ITB and resume the process without giving further consideration to the originally selected Bidder. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Bidder’s failure to perform under the Contract.

**Contract.** If this ITB results in an award, the Contract will consist of the Award Letter, this ITB, including all attachments, written amendments to this ITB, the Contractor’s accepted Bid, and written, authorized amendments to the Contractor’s Bid. It also will include any materials incorporated by reference in the above documents and any purchase orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three to this ITB. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The Award Letter
2. This ITB, as amended;
3. The documents and materials incorporated by reference in the ITB;
4. The Contractor’s Bid, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor’s Bid, to the extent they are not inconsistent with any of the foregoing.

Notwithstanding the order listed above, 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. To be binding on the State, a duly authorized representative of the Department of Administrative Services, Office of Procurement Services must sign any change order under, or amendment to, the Contract.

## ATTACHMENT ONE: REQUIREMENTS AND SPECIAL PROVISIONS

This attachment describes the Deliverables and what the Contractor must do to perform under the Contract. It also provides specifications for the Deliverables under the Contract and gives performance and delivery dates, as applicable.

**Requirements.** All items in this ITB that are marked with a red star (★) shall be considered formal deliverables and are subject to the State's Acceptance Process (signed approval).

### 1. Scope of Services

The Scope of services within this ITB include the following:

Area	Services to be Provided ( as defined below)	Square Footage
SOCC 2 <sup>nd</sup> Floor	W, Q, SA, A	68,124
SOCC 3 <sup>rd</sup> Floor OSU Technical space	W, Q, SA, A	36,983
SOCC 3 <sup>rd</sup> Floor ISD/Network Technical space	W, Q, SA, A	8,000 up to 21,418
SOCC 4 <sup>th</sup> Floor Technical space	W, Q, SA, A	18,489
Per 1000 Sq. Ft. of Technical Raised Floor Space		1000
Per 1000 Sq. Ft. Non-Technical Raised Floor Space		1000

Legend: W – Weekly, Q – Quarterly, SA – Semi-Annual, A – Annual

To complete this effort, the Contractor must ensure that the cleaning practices, methods and materials do not contribute or interject pollutants in the technical areas being cleaned and also must take measures to contain and further reduce the atmospheric pollutants on each floor.

The Contractor shall identify in the bid submission the means and methods including amount of manpower, tools and equipment and cleaning agents to be used to complete the work and to meet or exceed the required standard. Cleaning agent submittals must be accompanied by current Material Data Safety Sheets (MSDS) documentation.

★ MSDS sheets shall be available at all times and must reflect the chemicals and chemical composition of the products used to clean the Data Center and retract dust particles from the air. Two (2) sets must be maintained and kept current at all times, one (1) at the Contractor's location for all used and stored products, and one (1) at the SOCC Main Maintenance Office.

HEPA Filters. Any/all vacuum type devices must be equipped with HEPA filters and they must be inspected and/or replaced on a scheduled frequency, so as not to emit dust and collected particles back into the atmosphere while cleaning. Inspection must be at the beginning of each cleaning event, or beginning of each shift of a cleaning event, and filter elements must be replaced when they are at a 50% saturation level. Multiple filtered vacuum cleaners and collection devices, designed to eliminate all exhaust dust particles back into the atmosphere, must be used.

**All cleaning methods, equipment and materials will be subject to State approval prior to commencement of services.**

**No mop buckets or any liquids will be permitted in the raised floor areas.**

DAS will identify electrical receptacles to be used by Contractor for cleaning equipment at the beginning of the Contract.

### **1.1. Weekly Services**

The following services will be performed weekly:

- HEPA vacuum floor surface. (Do not dry mop or sweep the floor surface as it can re-suspend material.) Tack dusters must be used on the floor surfaces and the general areas within each floor.
- Trash receptacles will be at a minimum, 2 – 4 per floor. All collected trash items (bagged) shall be placed in general trash dumpsters on the SOCC property. Trash in the technical areas of the SOCC within the Contractor's scope will have to be collected, contained, and hauled away by the Contractor.

### **1.2. Quarterly Services**

The following services will be performed quarterly:

- HEPA vacuum and/or "light damp" –wipe (not to exceed 20% liquid) equipment, cabinet exteriors and environment surfaces (walls, sills, ledges, etc., including any overhead raceways) with an antistatic cleaner.
- Remove contamination beneath equipment racks and cabinets by brushing and HEPA vacuuming.

### **1.3. Semi – Annual Services**

- Scrub floors and rejuvenate with anti-static and non-toxic, low VOC cleaning agents to remove dirt, scuffs and marks. "Light damp" clean entire floor surface to remove residual cleaning agents (Note: High speed buffers or other sources of static electricity must not be used in the computing environment )

### **1.4. Annual Services**

The following services will be performed annually.

#### **Under Floor Cleaning**

- Remove large debris that cannot be vacuumed by hand.
- Vacuum all accessible surfaces with a high efficiency particulate air (HEPA) filter vacuum. The underfloor areas shall be vacuumed to remove dust, debris, metal shavings, zinc whiskers and contaminants. If zinc whiskers are found, DAS shall be notified to inspect prior to removal. No more than 8-10 tiles shall be removed at one time in a given area and shall be cordoned off for safety purposes (the Contractor shall provide detail as to how the work area will be cordoned off to meet these requirements). The Contractor shall inspect for signs of oil or oil substances around Computing Room Air Conditioners (CRAC) or Power Distribution Units (PDU) and notify DAS if evidence of this exists.
- Use mechanical actions (i.e., wiping) to remove contamination that cannot be removed by vacuuming alone.

**Airborne Particle Count Sampling** – see Section 1.6 below.

### **1.5. Initial Thorough Cleaning**

At the inception of the Contract DAS requires a thorough cleaning to include all of the following services:

- All services in Sections 1.1 through 1.4 above.

- Ceiling Cleaning as per Section 1.7 below.

#### 1.6. Airborne Particulate Count Sampling

As part of the initial thorough cleaning (Section 1.5) and also as part of the annual cleaning services (Section 1.4), the Contractor must perform an airborne particulate count sampling. A summary of the dust conditions in the computer room above the floor shall be conducted prior to the start of work, and within 5 days after completion, for up to four separate locations within each floor by means of a Laser Particle test method. The goal is to contain or further reduce the level of airborne particulate matter.

✘ Airborne Particulate Count Sampling Report as required by the scheduled frequency of Services specified above.

#### 1.7. Ad-hoc Services

The following ad-hoc services would be requested by the State as needed,

- Expansion – The State may expand the area of technical raised floor space or non-technical raised floor space in the future. For this reason, the State requires additional pricing for increments of 1000 square feet of technical and non-technical raise floor space.
- Ceiling Cleaning – Ceiling cleaning would include overhead cleaning by vacuuming below the drop ceiling tiles using critical filter vacuums in compliance with recognized standards for cleaning data centers. Tiles are 2' X 4' acoustic ceiling tiles (10' height). **No ceiling tiles should ever be removed.** Light fixtures, sprinkler heads, smoke detectors, horn/strobe devices and speakers shall not be removed.
- Interior Server Cabinet Cleaning – Interior server cabinet cleaning would include cleaning the surface of the server cabinet doors, server exhaust fans, and surfaces of the servers inside the cabinet. Surfaces must be vacuumed with critical filtered vacuums and then wiped clean using an approved anti-static cleaner approved for use in data center environments.
- Airborne Particulate Count Sampling – The State may request an additional ad-hoc airborne particulate count sampling at any time during the Contract period. The sampling method must be consistent the method described in the Annual Services above.

#### 1.8. Other Service Requirements

- All work shall be done in a professional and workmanlike manner in accordance with the best standards of the trade.
- No cell phones will be used in the data center areas. Cell phones can be used in the public areas of the building or in the smoking lounge behind the cafeteria.
- Contractor must provide 'tack cloths' and 'tack mats' for the main ingress/egress areas.
- Contractor shall supply manpower trained and experienced in the various aspects of the work to assure a complete and professional job
- A Cleaning Project Supervisor shall be supplied full time on the job site for the duration of the work and barring injury or death, or his/her removal at the request of DAS, the same supervisor shall remain from start to finish unless otherwise waived by DAS in writing.
- The Contractor shall notify the DAS Facility Manager of any conditions which will cause a delay of completion within 24 hours of discovery. The Contractor shall also submit a proposed solution to the problem.
- Discrepancies on drawings and specifications shall be brought to the attention of the DAS Facility Manager for interpretation.

- Contractor shall keep premises free of accumulated rubbish or debris throughout course of cleaning services. DAS reserves the right to have rubbish removed at the Contractor's expense if Contractor is deemed negligent or un-responsive.

## 1.9. Cleaning Project Schedule

As part of the Contracted services required by the State under this ITB, the Contractor is to develop a Cleaning Project Schedule to include all contracted services. The Cleaning Project Schedule will be reviewed and approved by the DAS Facility Manager before work will commence.

The Contractor must provide for and schedule a thorough Initial Cleaning to include all Quarterly (Sec. 1.2), Semi-Annual (Sec. 1.3) and Annual (Sec. 1.4) services as described above. Thereafter, the services should be scheduled as requested in Section 1 above.

Should any activity become twenty (20) days or more behind schedule, the DAS shall have the right to reschedule or cancel with written notice to the Contractor, the activity or have the activity performed by alternate methods which the State deems appropriate. Any costs incurred by DAS in connection with expediting cleaning project activities provided for under this ITB due to failure on the part of the Contractor to meet the agreed Project Cleaning Schedule, shall be reimbursed by the Contractor to the State.

No unscheduled shut downs or disruptions of computer systems or building support systems are permitted to occur (special attention must be given to Exhibit 1 – CONTRACTOR RULES AND REGULATIONS "Protection of Adjacencies," attached to this ITB).

✧ Contractor will provide a Cleaning Project Schedule within two (2) weeks of contract award. The schedule as approved by the DAS Facility Manager will become an integral part of the Contract Documents and will establish interim completion dates for the various activities within the contracted services.

✧ Contractor will submit a periodic updated Cleaning Project Schedule every two (2) weeks.

## 2. General Procedures and Conditions

### 2.1. Mandatory Pre-Bid Conference

Approximately one (1) week prior to the scheduled bid opening, a **Mandatory Pre-Bid Conference** will be held for the purpose of conducting a site visit. The Mandatory Pre-Bid Conference will be held on Tuesday, February 24, at 2:30 p.m., at the SOCC, 1320 Arthur E. Adams Dr., Columbus, Ohio 43221. Please contact Angie Weis, Phone: 614-466-1079, email: [angela.weis@das.ohio.gov](mailto:angela.weis@das.ohio.gov) to register. Bidders should not direct questions pertinent to this procurement to Ms. Weis and limit their interaction to only those communications pertinent to scheduling participation in the Pre-Bid Conference.

Before submitting a bid response, each Bidder shall examine the drawings, read the specifications and requirements contained within this ITB, and shall visit the site of work during the Mandatory Pre-Bid Conference. Each bidder needs to be informed prior to submitting a bid response as to existing conditions and limitations under which the work is to be performed as set forth in this ITB. No allowances will be made to a Bidder because of lack of knowledge or examination. The submission of a bid proposal shall be conclusive evidence that the Bidder has made such examination.

### 2.2. Building Rules and Regulations

Contractor shall be responsible for complying with the provided "Contractor Rules and Regulations" (included as Exhibit One to this ITB) and shall comply with these rules and regulations in the completion of services related to this ITB. If there is a variance between requirements of this ITB and the Contractor Rules and Regulations, the requirements of the ITB will take precedent.

At all times, the Contractor's personnel must be supervised by a Contractor provided supervisor that will report any status, progress or issues to the SOCC Facilities Manager during the contracted cleaning activities within the SOCC.

### **2.3. Security Background Check**

All Contractor personnel shall comply with and successfully pass the security background check requirements determined and processed by the State of Ohio; Department of Administrative Services to gain access to the SOCC as outlined in the Contractor Rules and Regulations. It would be the State's preference and to the Contractor's advantage to maintain a stationary set of employees associated with this Contract. The security background check can take up to approximately ten (10) days for Ohio residents and up to five (5) months for non-State residents. Access may be revoked at any time for the duration of the work.

### **2.4. Meetings**

If necessary, meetings will be held inside the SOCC facility. The Contractor shall insure attendance by authorized representatives.

### **2.5. General Timing Considerations**

The term of the contract will be through the end of the current biennium, June 30, 2015, from the date of Contract award, with two (2) optional renewal periods of two (2) years each at the State's sole discretion.

### **2.6. Change Order Procedure**

Changes initiated by the Contractor shall be submitted in writing to DAS for review and approval. A Contract amendment must be executed by the Contractor and the State prior to any work proceeding.

### **2.7. Authorization for Payment of Services**

Contractor must submit a listing of cleaning activities to be performed during each visit to the SOCC to the State's designated Supervisor on the date the cleaning activities are to occur. The listing of services must agree with the then current Cleaning Project Schedule. The Supervisor will sign the listing upon completion of the cleaning activities. The signed document will serve as authorization for invoicing from the Contractor and must be submitted with each invoice.

All invoices will be received by DAS within thirty (30) days of completion of the relevant cleaning services.

**Cleaning Project Schedule.** As required by (Section 1.9).

**Performance Dates.** The services must be delivered within ten (10) calendar days of receiving a purchase order.

**Acceptance Testing.** A performance test will not be done.

**Product Evaluation.** A product evaluation will not be done.

**Estimated Quantities.** Bidder's must offer only the specified items based on the Cost Summary Form (Attachment Seven).

**Delivery/Freight Charges.** The State will not be responsible for freight or delivery charges for any materials associated with services to be performed under this ITB. Any shipment marked C.O.D. will be rejected and returned at the Contractor's expense.

**Reimbursable Expenses.** None.

**Bill to Address.**

Office of Information Technology  
Attn: DAS/OIT SOCC Facility Manager  
1320 Arthur Adams Drive  
Columbus, OH 43221-3595  
With copies provided electronically to the Ohio Office of Budget Management, Shared Services  
([invoices@ohio.gov](mailto:invoices@ohio.gov))

**Revenue Share Reporting Address:**

<https://cm.ohio.gov>

**Revenue Share Payment Address:**

Department of Administrative Services  
Office of Finance  
30 E. Broad St., 40<sup>th</sup> Floor  
Columbus, Ohio 43215

**Location of Data.** None.

## ATTACHMENT TWO: REQUIREMENTS FOR BIDS

**Bid Format.** Each Bid must include sufficient data to allow the State to verify the total cost for the Deliverables and all of the Bidder's claims of meeting the ITB's requirements. Further, each Bid must respond to every request for information in this attachment.

These instructions describe the required format for a responsive Bid. An identifiable tab sheet must precede each section of a Bid, and each Bid must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the Bid.

Each Bid must contain the following:

- Cover letter
- Vendor Information Form (OBM-5657)
- Bidder Certification Form
- Proof of Insurance
- W-9 Form
- Affirmative Action
- Bid Commitment
- MBE Certification
- Buy Ohio and Buy American Certification
- Cost Summary
- Standard Affirmation and Disclosure Form
- Bidder References

The State requires an originally signed Cover Letter, Vendor Information Form, Bidder Certification Form, W-9, and Bid Commitment. All originally signed documents must be included in the same Bid binder, and the Bidder must indicate on the outside of the binder which Bid contains the originally signed documents. Additional copies of the Bid may contain copies of these documents.

**Cover letter.** The Bidder must submit a signed cover letter with a brief company overview.

**Vendor Information Form.** The Bidder must submit a signed and completed Vendor Information Form (OBM-5657) for itself and for each subcontractor the Bidder plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

**Bidder Certification Form.** Each Bidder must complete, sign, and submit the Bidder Certification Form included as Attachment Five.

**Proof of Insurance.** The Bidder must provide the certificate of insurance in the form that Attachment Three requires. The policy may be written on an occurrence or claims made basis.

**W-9 Form.** The Bidder must submit at least one originally signed W-9. A current W-9 form is available at [www.irs.gov](http://www.irs.gov).

**Affirmative Action.** Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using: <http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

**Bid Commitment.** The Bidder must sign and submit the Bid Commitment form (Attachment Four).

**MBE Certification.** The Bidder must submit a copy of its current MBE Certification issued by the Ohio Department of Administrative Services.

**Buy Ohio and Buy American Certification.** The Bidder must complete and submit the Buy Ohio and Buy American Certification (Attachment Six).

**Cost Summary.** This ITB includes a Cost Summary Form (Attachment Seven). Bidders may not reformat this form. Each Bidder must complete the Cost Summary Form in the exact format provided, since the State may reject any Bid with a reformatted Cost Summary Form.

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The Bidder's total cost for the Deliverables must be represented as the total price.

**The State will not be liable for or pay any costs that the Bidder does not identify in its Bid.**

**Standard Affirmation and Disclosure Form.** The Bidder must complete and sign the Standard Affirmation and Disclosure Form as part of its Bid.

**Bidder References.** The Bidder must have at least two (2) client references for the same services as required by this ITB. The Bidder is permitted to use the experience of a sub-contractor to meet the requirements, but in doing so must demonstrate that the sub-contractor will perform the services as identified in their response for the duration of the Contract. Each reference must include a description of the Bidder's capability, capacity, experience in the industry and any other background information that will help the State gauge the ability of the Bidder to fulfill the obligations of the ITB. For each experience listed, indicate the client name and client contact information, whether the project was for a public sector agency, project name, start and end dates, duration of the experience and a description of the services provided by the Contractor.

Bidder must demonstrate the capability to perform technical cleaning services by referencing customers that have performed similar services for in any one or more of the following areas:

- Uptime Institute Tier I, II, III or IV or TIA942 Data/Telecommunications Center;
- Technical CleanRoom associated with the fabrication or assembly of high technology electronic equipment; and/or,
- Demonstrated delivery while adhering to ISO 14644 or FEDERAL STANDARD 209E standards.

## ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

**Statement of Work.** The ITB and the Contractor's Bid (collectively, the "ITB Documents") are a part of this Contract and describe the goods, services, and any other items (the "Deliverables") the Contractor must deliver under this Contract. The Contractor must provide the Deliverables in a proper, timely, and efficient manner. The Contractor also must furnish its own support staff necessary for the satisfactory performance of this Contract.

**Term.** Once awarded, the term of the Contract will be from the award date through June 30, 2015. The State may choose to renew the Contract for two, 2-year renewal periods, through June 30, 2019.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments or other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The ITB Documents may have one or more dates for the delivery of Deliverables, and the Contractor must make all deliveries within the times the ITB Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract for cause under the termination section contained below.

**Payment.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the ITB Documents (the "Cost") for any Deliverables actually ordered by issuance of a valid State purchase order, plus any other expenses identified as reimbursable in the ITB Documents. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the ITB Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance under this Contract. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents this Contract requires. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect. If the invoice properly reflects payment due to the Contractor and complies with all the State's requirements for a proper invoice, the State will pay the Contractor within 30 days after the State receives the invoice.

The Contractor must send all invoices under this Contract to the "bill to" address in the ITB Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Ohio Revised Code (the "Revised Code") Section 126.30. If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions between the Contractor's appropriate executive and the Department of Administrative Services, Office of Procurement Services. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the

Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

**Contractor's Revenue Share.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Attachment Seven, Cost Summary and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of Finance. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable Contract Number ACQ1021, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
Office of Finance  
30 E. Broad St., 40<sup>th</sup> Floor  
Columbus, OH 43215

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may set off any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

**Reimbursable Expenses.** None.

**Ohio Payment Card.** The State may use the Ohio Payment Card to purchase Deliverables from this Contract. Such purchases may not exceed \$2,500 unless the Office of Budget & Management ("OBM") has approved the purchasing agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of the increase on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the Deliverables ordered. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon delivery of the remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor will receive payment through its merchant bank within the time agreed on between the Contractor and that merchant bank. The Contractor should expect normal processing fees from its merchant bank for a payment card transaction. The Contractor may not pass on those fees to the State.

**Right of Offset.** The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

**Certification of Funds.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- l If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

**Sales, Use, Excise, and Property Taxes.** The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Deliverables, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

## PART TWO: CONTRACT ADMINISTRATION

**Other Contractors.** The State may hold other contracts for additional or related goods and services. The Contractor must fully cooperate with and coordinate its performance with all other contractors and State employees as may be required for the smooth and efficient fulfillment of this Contract. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees.

**Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all records and documents related to this Contract at its principal place of business or at its office where the work was performed.

**Audits.** During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Contract. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Contract.

If an audit reveals any material deviation from the Contract's requirements, any misrepresentation, or any overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

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

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the work will be done outside Ohio, the laws of the appropriate states where such work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) 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 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 Contractor shall, for each policy required by this Contract to provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice of non-payment of premium. And the Contractor's commercial general liability insurance must be primary over any other insurance coverage.

- (c) Commercial automobile liability insurance with a combined single limit of \$500,000.

All certificates 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.

**Representatives.** The State's representative under this Contract will be the person identified in the ITB Documents or in a subsequent notice to the Contractor as the "Contract Representative." The Contract

Representative will review all reports the Contractor makes in the performance of the Contract, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Contract Representative may delegate his responsibilities for individual aspects of the Contract to one or more managers, who may act as the Contract Representative for those individual portions of the Contract.

The Contractor's Contract Manager under this Contract will be the person identified on the ITB Documents as the "Contract Manager." The Contract Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Contract Manager will prepare and submit to the Contract Representative all reports, plans, and other materials that the ITB Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative.

**Work Responsibilities.** If the Contractor must work on the State's property, the State will provide the Contractor with reasonable access to the work site. After the work is complete, the Contractor must issue a completion letter and secure the signature of the Contract Representative certifying that work is complete. The letter must describe the nature, date, and location of the work, as well as the date the Contract Representative certified the work as complete and operational.

Unless otherwise provided in the ITB Documents, the Contractor is solely responsible for obtaining and maintaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for its performance under the Contract.

**Product Recall.** If any Deliverable is recalled, seized, embargoed, or determined to be misbranded by the manufacturer or state or federal regulatory agency, the Contractor must notify the Department of Administrative Services, Office of Procurement Services and all agencies and Political Subdivisions that have issued orders under this Contract within ten business days after notice has been given. The Contractor, at the option of the ordering agency, either must reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor also must remove and replace the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, the Contractor may be required to reimburse storage and handling fees, to be calculated from time of delivery and acceptance to actual removal. The Contractor will bear all costs associated with the removal and proper disposal of the affected product. Any failure of the Contractor to reimburse the purchase price or provide equivalent replacement product will be a default.

**Contract Compliance.** Participating State agencies will be responsible for the administration of the Contract with respect to their individual orders and will monitor the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract. If an agency becomes aware of a breach of the Contractor's obligations under this Contract, such may be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the breach, the agency may notify the Department of Administrative Services, Office of Procurement Services through a Complaint to Vendor (CTV) to help resolve the situation, and the Department of Administrative services, Office of Procurement Services will take the appropriate action under this Contract with respect to the breach, including among other things termination of this Contract, litigation, or initiation of debarment proceedings.

**Excusable Delay.** Neither party 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 must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it will take 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 commercially 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 manufacturers supplying commercial items and over whom the Contractor has no legal control.

**Independent Contractor Acknowledgement.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

### **PART THREE: PUBLICITY AND CONFIDENTIAL INFORMATION**

**Publicity.** The Contractor may not publicize or advertise that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

**Confidentiality.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation that the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract. Additionally, the Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to perform under this Contract. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, and the Contractor must indemnify the State against any claims made against the State due to the Contractor's improper disclosure of Confidential Information.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information.

Furthermore, the Contractor Personnel and subcontractors that have access to any Confidential Information must execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

The Contractor must notify the State in writing as soon as the Contractor learns that the Contractor or any of the Contractor's People or its subcontractors or agents has disclosed any of the State's Confidential Information in a manner that is inconsistent with the requirements of this section.

#### **PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

**Warranties.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; and (4) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

#### **TERMINATION / SUSPENSION.**

**Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as the Contractor receives the notice. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor must immediately prepare a report and deliver such report to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing

the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, must be delivered to the State along with the specified report. The report and any delivered work is subject to approval by the State. However, if delivery in that manner would not be in the State's interest, then the Contractor must propose a suitable alternate form of delivery.

#### **Contract Remedies.**

1. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by the Contractor's default.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
3. **Deduction of Damages from Contract Price.** Upon issuing written notice to the Contractor, the State may deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor compensation still due on the Contract. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.

#### **Contract Suspension.**

1. If the Contractor fails to perform any one of the Contractor's obligations under this Contract, the Contractor will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve the State's interest.
2. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.
3. The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice. The Contractor must immediately prepare a report and deliver such report to the State as is required in the case of termination.

#### **Contract Termination.**

1. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
2. **Termination for Cause.** If the Contractor fails to perform any one of its obligations under this Contract, the Contractor will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
  - a. **Termination for Default.** If the Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

- b. Termination for Defaults not Remedied. If the Contractor's default may be cured within a reasonable time, the State will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If the Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to the Contractor, the State has not waived any of the State's rights or remedies concerning the default.
3. Termination for Persistent Default. The State may terminate this Contract by written notice to the Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified the Contractor of its third default, the State may terminate this Contract without providing the Contractor with an opportunity to cure, if the Contractor defaults for a third time. The three defaults are not required to be related to each other in any way.
4. Termination for Endangered Performance. The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
5. Termination for Financial Instability. The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
6. Termination for Delinquency, Violation of Law. The State may terminate this Contract by written notice, if the State determines that the Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if the State determines that the Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
7. Termination for Subcontractor Default. The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
8. Termination for Failure to Retain Certification. Pursuant to Section §123.151 and §123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the State may immediately cancel the Contract.

**Indemnity for Property Damage and Bodily Injury.** The Contractor must indemnify the State for all liability and expenses resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, the Contractor's Personnel, or its subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, its other contractors, or its agents.

**Limitation of Liability.** Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to

the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

#### **PART FIVE: ACCEPTANCE AND MAINTENANCE**

**Acceptance.** There will be no formal acceptance procedure unless the ITB Documents expressly provide otherwise. If the ITB Documents do not provide otherwise, the acceptance procedure will be an informal review by the Contract Representative to ensure that each Deliverable complies with the requirements of this Contract. The Contract Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable does not meet the requirements of this Contract. If the Contract Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Contract Representative has issued a noncompliance letter, the affected Deliverables will not be accepted until the Contract Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Contract Representative will issue the acceptance letter within 15 calendar days.

If the Contractor fails to bring a Deliverable into compliance after 60 calendar days from the start of the acceptance period, the Contractor will be in default and will not have a cure period.

**Passage of Title.** Title to any Deliverable will pass to the State on delivery. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

#### **PART SIX: CONSTRUCTION**

**Entire Document.** This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written, as well as any contemporaneous oral agreement.

**Binding Effect.** This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**Amendments – Waiver.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at anytime to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. And either party may at any later time demand strict performance.

**Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

**Construction.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Headings.** The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

**Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

**Continuing Obligations.** The terms of this Contract will survive the termination or expiration of the time for performance and the time for meeting any final payment of compensation, except where such creates an absurdity.

## **PART SEVEN: LAW AND COURTS**

**Compliance with Law.** The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

**Drug-Free Workplace.** The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all of the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**Conflicts of Interest.** None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

**Security & Safety Rules.** When 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.

**Unresolved Finding for Recovery.** If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**Equal Employment Opportunity.** Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including but not limited to Ohio revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

**Antitrust.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

**Legal Compliance.** The Contractor must comply with all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control, in the performance of this Contract.

**Governing Law.** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

**ATTACHMENT FOUR  
BID COMMITMENT**

**THIS BID COMMITMENT** (the "Bid Commitment") commits the Bidder identified below to the Bid it submitted in response to the State's ITB ACQ1021, entitled **OIT Data Center Cleaning Services** which the State of Ohio ("State") issued through the Department of Administrative Services, Enterprise IT Contracting on behalf of the Ohio Department of Administrative Services, Office of Information Technology.

If the State accepts the Bid within 90 days of the Bid opening date or before written notice from the Bidder of its withdrawal of the Bid after the 90-day acceptance period, it will issue a letter of award ("Award Letter") to the Bidder. The Award Letter will identify the items ("Deliverables") awarded to the Bidder and will be part of the agreement between the Bidder and the State ("Contract"). The entire Contract will consist of the State's Award Letter, the ITB, including all attachments, written amendments to this ITB, the Bid of the successful Bidder, and written, authorized amendments to that Bid. It also will include any materials incorporated by reference in the above documents and any purchase orders issued under the Contract. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents will be as follows:

1. The Award Letter
2. This ITB, as amended;
3. The documents and materials incorporated by reference in the ITB;
4. The Contractor's Bid, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Bid, to the extent they are not inconsistent with any of the foregoing.

Notwithstanding the order listed above, amendments signed by authorized representatives of the Bidder and the State after the Contract is formed may expressly change the provisions of the Contract. If they do so, then the most recent of them will take precedence over anything else that is part of the Contract.

This Bid Commitment binds the Bidder upon its submittal to the State as part of the Bid, and it will continue to bind the Bidder for the longer of 90 days after the Bid opening date or the Bidder's withdrawal of its Bid. Additionally, if the State awards the Contract to the Bidder before the Bidder properly withdraws the Bid, the Contract will remain in force as provided in the Attachment Three of the ITB, Terms and Conditions.

FOR THE BIDDER

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

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

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

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

**ATTACHMENT FIVE  
BIDDER CERTIFICATION FORM**

The Bidder certifies that the following statements are true and accurate:

1. The Bidder’s proposed Deliverables meet all the requirements of this ITB.
2. The Bidder has not taken any exception to the terms and conditions in this ITB.
3. The Bidder will comply with all federal and Ohio laws, rules, and regulations that are in force currently or anytime during the term of the Contract.
4. The Bidder is not now subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Bidder will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this ITB.
5. The Bidder will be the prime Contractor if a Contract is awarded based on this Bid.
6. The Bidder affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.
7. This Bid is genuine and not a sham and Bidder has not colluded, conspired, or agreed, directly or indirectly, with anyone or any entity to limit competition under this ITB or to set or otherwise control the prices, products, or services offered to the State under this ITB.
9. The Bidder certifies its and each of its subcontractors’ principal places of business are located at the addresses identified in the Vendor Information Form(s) included with this Bid.
10. The Bidder certifies its responses to the following statements are true and accurate. The Bidder’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause.
	The Bidder has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a 20% interest or greater in the Bidder has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Bidder, any officer of the Bidder, or any owner with a 20% interest or greater in the Bidder has been convicted of a felony or is currently under indictment on any felony charge.

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

11. The Bidder certifies neither it nor any of its people that may work on or benefit from the Contract through the Bidder has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<b>Potential Conflicts (by person or entity affected)</b>

(Attach an additional sheet if more space is need.)

The Bidder acknowledges the State may reject a Bid in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest the Bidder did not disclose in its Bid.

12. The Bidder's personnel working on the Contract will have a valid I-9 form on file with the Bidder and will have presented valid employment authorization documents, if they are not United States citizens.
  
13. The Bidder agrees that (1) all Contractor and subcontractor personnel assigned to the Data Center Cleaning Contract who will perform or have access to sensitive or confidential information or to sensitive State systems (defined below) must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority; and (2) no ineligible personnel will perform sensitive services under this Contract. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony. "Sensitive Services" means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State's computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities ("Sensitive Services"). Upon request, Contractor will provide written evidence that all of Contractor's and subcontractor's personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability. All costs associated with this requirement will be at the Contractor's expense. At its discretion, the State may reject any Contractor or subcontractor personnel based on the information provided in the completed background check.

The Bidder must confirm in their Proposal that all Contractor and subcontractor personnel assigned to the Project will have Background Checks completed before Project Start or before reporting to the SOCC to perform services.

The Person signing below is an authorized representative of the Bidder and certifies to the truth and accuracy of the representations made above.

---

Signature

---

Name

---

Title

---

Company Name of Bidder

---

Company D-U-N-S Number

**ATTACHMENT SIX  
BUY OHIO AND BUY AMERICAN CERTIFICATION**

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

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

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

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

**B. OHIO PREFERENCE (BUY OHIO):**

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



**ATTACHMENT SEVEN  
COST SUMMARY**

Bidders responding to the ITB must submit a complete Cost Summary.

Any corrections or changes made to the figures in the SINGLE UNIT COST or TOTAL COST columns of the Table must be initialed or the bid will be disqualified.

**THE GRAND TOTAL FOR ALL LINE ITEMS WILL BE THE BASIS FOR DETERMINING THE CONTRACT AWARD.**

The State will not be responsible for any costs not included in the Cost Summary.

A cost must be provided for each item on the Cost Summary. Failure to provide a cost for any required line item will result in the disqualification of the bidder's response. Additionally, the Cost Summary must not include exceptions, additional terms and conditions or assumptions.

Line Item	ITB Section	Description of Services	Hours of Work (See Note)	Total Costs by Fiscal Year			
				2015 (16 wks. 1 qtr.)	2016 (52 wks. 4 qtr.)	2017 (52 wks. 4 qtr.)	2018 (52 wks. 4 qtr.)
<b>2<sup>nd</sup> Floor – 68,124 Sq. Ft.</b>							
1.	1.5	Initial Thorough Cleaning					
2.	1.1	Weekly Services					
3.	1.2	Quarterly Services					
4.	1.3	Semi Annual Services					
5.	1.4	Annual Services					
<b>Total Costs 2<sup>nd</sup> Floor</b>				\$	\$	\$	\$
<b>3<sup>rd</sup> Floor – ISD/Network – 8,000 Sq. Ft.</b>							
6.	1.5	Initial Thorough Cleaning					
7.	1.1	Weekly Services					
8.	1.2	Quarterly Services					
9.	1.3	Semi Annual Services					
10.	1.4	Annual Services					
<b>Total Costs 3<sup>rd</sup> Floor – ISD/Network</b>				\$	\$	\$	\$
<b>3<sup>rd</sup> Floor – OSU – 36,983 Sq. Ft.</b>							
11.	1.5	Initial Thorough Cleaning					
12.	1.1	Weekly Services					
13.	1.2	Quarterly Services					
14.	1.3	Semi Annual Services					
15.	1.4	Annual Services					
<b>Total Costs 3<sup>rd</sup> Floor – OSU</b>				\$	\$	\$	\$
<b>4<sup>th</sup> Floor – 18,490 Sq. Ft.</b>							
16.	1.5	Initial Thorough Cleaning					
17.	1.1	Weekly Services					
18.	1.2	Quarterly Services					
19.	1.3	Semi Annual Services					
20.	1.4	Annual Services					
<b>Total Costs 4<sup>th</sup> Floor</b>				\$	\$	\$	\$
<b>Total Costs All Floors</b>				\$	\$	\$	\$
<b>Grand Total – All Costs</b>			\$				

**Note:** The hours of service should be the hours estimated to complete the specific periodic service. For example, the hours to complete the Weekly Services as defined in 1.1 for one visit.

**Ad-Hoc Services (ITB Section 1.7)**

<b>Line Item</b>	<b>Description</b>	<b>Type of Service</b>	<b>Hours (Note)</b>	<b>Cost</b>
21.	Expansion – 1,000 Sq. Ft. (2 bays) of Technical Raised Floor	Initial Thorough Cleaning		
22.		Weekly Services		
23.		Quarterly Services		
24.		Semi Annual Services		
25.		Annual Services		
26.	Expansion – 1,000 Sq. Ft. (2 bays) of Non-Technical Raised Floor	Initial Thorough Cleaning		
27.		Weekly Services		
28.		Quarterly Services		
29.		Semi Annual Services		
30.		Annual Services		
31.	Ceiling Cleaning per 1,000 Sq. Ft.			
32.	Interior Server Cabinet Cleaning per 42U Rack			
33.	Ad-hoc Airborne Particulate Count Sampling			

**Note:** The hours of service should be the hours estimated to complete the specific periodic service. For example, the hours to complete the Weekly Services as defined in 1.1 for one visit.



**EXHIBIT ONE**  
**CONTRACTOR RULES**  
**AND**  
**REGULATIONS**

1320 Arthur E. Adams Drive  
Columbus, OH 43221-3595

## Table of Contents

<u>Section</u>	<u>Page Number</u>
1. Introduction	44
2. Access Procedures	44
1.1 Contractor Card Procedures	44
1.1.1 Card Access	44
1.1.2 Anti-Pass back	44
1.1.3 Freight Elevator Card Access	45
1.1.4 Non-Emergency Freight Elevator Instructions	45
3. Deliveries	45
4. Parking	45
5. Hoisting: Personnel and Freight	45
6. Shut-Offs and Disconnects: Utilities, Building Systems/Equipment	46
7. Protection of Adjacencies	46
8. Protection of Work	47
9. Storage of Material	47
10. Dust	47
11. Rubbish/Trash Removal	47
12. Clean-Up	47
13. Telephones	48
14. Smoking	48
15. Medical Emergencies	48
16. Fire Safety/Emergency	48

## **1. Introduction**

The State of Ohio Computer Center is a technologically sophisticated data center designed to provide a continuous operating environment for computer and telecommunications systems housed within.

The facility is fully operational and staffed 24 hours/365 days per year. No unscheduled shut downs or disruptions of computer systems or building support systems are permitted to occur.

All work performed by contractors, subcontractors, vendors, utilities, or tenants shall be scheduled and coordinated with the DAS/OIT Facility Manager or designate.

Contractors and Contractors' personnel shall be trained in and observe all OSHA rules and regulations pertinent to such cleaning activities as those covered in the proposed scope of work.

Contractors shall exercise due diligence to the greatest extent possible to insure safety of all building occupants, equipment and systems.

## **2. Access Procedures**

### **2.1. Contractor Card Procedures**

All Contractors must provide picture identification to Security at the reception desk area.

Contractors will be asked to sign in with the following information:

- Name
- Company Name
- Phone Number
- Area of building where work is to be performed.

The authorized OIT representative will then be contacted to sign for the Contractor.

Upon a OIT representative sign in, the Contractor shall advise Building Management of all activities to be performed so Maintenance can coordinate shut-offs or Life Safety Systems deactivation or isolation to prevent false alarms.

The Contractor will be given an access card, which will give them access to common areas and the specific tenant space.

Do not hold the door open for others, this causes an alarm.

Do not prop doors open, this also causes an alarm.

Do not use the stairwells unless it is an emergency situation, with the exception of the atrium stairwell "D". The tenant doors on each floor will remain locked so that entry cannot be gained from the stairwell.

#### **2.1.1. Card Access**

You must always use your card on the proximity readers for security purposes.

If someone else has just used the reader, you must wait until the light turns red on the reader again or it will not acknowledge your card.

#### **2.1.2. Anti – Pass back**

The reception area double doors, cafeteria patio door, OPLIN patio door, and back hallway door are anti-pass back activated, which means you must use the exit card reader to be able to activate the entrance card reader when re-entering the building.

### **2.1.3. Freight Elevator Card Access**

The freight elevators have card readers installed. When traveling to a tenant space by freight elevator, you must first use your card then press the button on the door you need. If you do not have access to that tenant space the doors will not open.

### **2.1.4. Non-Emergency Freight Elevator Instructions**

To enter elevator, press directional arrow outside elevator doors which corresponds to direction of travel desired.

Enter elevator after doors and gate have fully opened.

When all persons and equipment are completely inside press "door close" button for appropriate door (front or rear).

Press the appropriate destination button for front or rear door exit. Front door exits into common area freight lobby, rear door exits into tenant areas.

To exit into a tenant area, a Honeywell access badge must be used on the card reader. When the card reader displays a green light, press the floor destination button marked with "R".

When the elevator reaches destination, the door will automatically open.

After exiting elevator, press wall mounted "door close" button.

Note: If elevator doors are left open, an alarm will sound before and during an automatic door closure.

## **3. Deliveries**

The SOCC has an inside controlled loading dock capable of accepting most types of delivery vehicles.

The normal dock hours are 7:00 AM to 3:00 PM. Off hour deliveries can be scheduled with 24 hour notification to OIT.

## **4. Parking**

Parking is available in the main SOCC parking lot for Contractor personnel.

Please be advised that there is to be no parking in any handicapped parking space. Any car parked in a handicapped space without an official handicap tag will be ticketed by the OSU Police Department.

Cleaning projects which require more than 15 Contractor's parking spaces will be evaluated on a per case basis due to limited parking facilities.

## **5. Hoisting**

All vertical movement of cleaning materials, supplies, tools, equipment and rubbish removal shall be by the two (2) 8000 lb. Freight elevators ONLY. Freight elevators are unmanned and will be used on a first come, first serve basis.

Elevators shall not be blocked or disabled for any reason. Passenger elevators may be used on a limited basis to transport personnel at the discretion of OIT. No cleaning related items larger than hand tools will be permitted on passenger elevators at any time.

## 6. Shut-Offs and Disconnects

All proposed shut-offs of any utility or system(s) must be coordinated with the DAS/OIT Facility Manager, prior to start of work.

These may include, but are not limited to:

- Electric feeders (main and branch) and circuits
- Disconnect switches/Bus plugs/Transformer
- Gas
- Water
- A/C units
- Fans
- Air Handler Units
- Pumps
- Elevators
- Lighting
- Fire Protection Systems
- Smoke Detection Systems
- Emergency Power Off (EPO) Systems
- Emergency Power Supply Systems
- Access Control and/or Surveillance Cameras
- Computers, computer system components and/or peripherals
- Telecommunications equipment

**NOTE: IF AT ANY TIME A QUESTION ARISES CONCERNING THE POSSIBLE CONSEQUENCES OF ANY SHUT OFF, YOU MUST NOTIFY MAINTENANCE TO INSPECT AND INVESTIGATE, PRIOR TO PROCEEDING FURTHER.**

Electrical circuits shall be traced prior to shut-off to verify origin and termination. Contractor shall make no assumptions.

## 7. Protection of Adjacencies

In the event, due to the fault or negligence of the Contractor or the Contractor's subcontractors or due to the failure of the Contractor or the Contractor's subcontractors to perform according to the terms of the Contract, there is an interruption of service (outage), experienced by any computer or telecommunications system located at SOCC. **The Contractor shall agree to pay to DAS, as damages, the amount of \$20,000. The Contractor shall pay damages in the amount of \$20,000 for each subsequent occurrence.**

Contractor and Contractor's personnel shall be trained in and observe all OSHA rules and regulations pertinent to such cleaning activities as those covered in the proposed scope of work.

Contractor shall exercise due diligence to the greatest extent possible in the safety of all building occupants and personnel.

Contractor shall take care not to damage building risers and line or electrical/telephone/data service for any tenants above, below or adjacent to the project area. It is the Contractor's sole responsibility to ascertain these conditions. Any damage to these items and the resulting expense to rectify damage shall be borne by the Contractor.

Contractor may maintain any staging/storage areas in a clean, safe and workmanlike manner at the end of each workday.

Contractor shall sweep clean the entire project site at the end of his workday and shall maintain building toilets in a sanitary condition during the course of the work. Toilets shall be left in clean, sanitary condition at the completion of the work.

Contractor shall protect all work stipulated to remain. Any damage to work indicated to remain shall be repaired by the Contractor at his sole expense.

Contractor shall call and coordinate through the DAS/OIT Facility Manager for all shut-offs or disconnects required to complete work with local utilities and agencies.

Contractor shall be responsible for protection of all flooring finishes throughout duration of the Contract. On-site Building Management will provide 4x8x¼ masonite. Labor to install and de-install shall be included in base bid.

Contractors shall protect public building areas and other tenants' areas from damage and dust filtration.

In no case will any open flame be permitted without permission of the DAS/OIT Facility Manager for each occurrence.

#### **8. Protection of Work**

The Contractor shall be responsible for providing adequate protection for new cleaning, equipment, furniture and other materials. During delivery of equipment, material and furniture, Contractor shall provide covering with cardboard sheets or other suitable material for all areas that may be vulnerable to damage.

#### **9. Storage of Material**

Storage of cleaning materials, supplies, tools and equipment shall be determined on an individual basis due to the wide variety of projects undertaken at the SOCC.

#### **10. Dust**

The Computer, Telecommunications and Life Safety systems are vulnerable to the creation of dust. Contractor shall make every effort to assure a dust free environment in all computer rooms and personnel areas.

Any dust producing activity (i.e. cutting, patching, sanding, vacuuming, sweeping, dusting, etc.) must be done outside of aforementioned areas and with the knowledge and approval of DAS/OIT.

Any vacuuming of cleaning debris must be done with a "HEPA" rated vacuum/collection system provided by Contractors.

#### **11. Rubbish/Trash Removal**

Contractors and vendors shall be responsible for removal of trash/rubbish on a daily basis from occupied areas. Cleaning debris is the responsibility of the Contractor to have removed from the facility. Use of building trash cans, mobile carts or dumpsters is prohibited except with limited approval from the DAS/OIT Facility Manager.

#### **12. Clean-Up**

Contractors and vendors shall leave the premises, equipment and fixtures clean and free of trash, debris, dust, etc. Premises shall be mutually reviewed at completion of work by the DAS/OIT Facility Manager and/or tenant to approve final clean-up. Contractors shall furnish their own cleaning supplies and equipment.

### **13. Telephones**

Public telephones and in-house telephones are located in the atrium common areas on floors 2, 3, and 4. Public telephones are also located in the first floor cafeteria. No other telephone use shall be permitted. **Cellular phones are permitted on the first floor only** or in the smoking lounge behind the cafeteria.

### **14. Smoking**

The SOCC has been designated as a "Smoke Free" facility. Contractors' personnel may smoke only in designated areas. No smoking or congregating will be permitted outside the service areas (i.e. loading dock, lower parking lot circle, etc.)

### **15. Medical Emergencies**

In the event that an accident or illness of a Contractor or visitor takes place at the SOCC, you should call Security at 614-644-3812. Be prepared to give Security your name, floor and tenant space, and any details of accident or illness.

Do not move the injured or ill person, try to make them as comfortable as possible. If possible, have someone meet the emergency unit at the dock door. The emergency unit will be with you shortly and will administer necessary medical assistance.

Be prepared with information concerning the injured person as follows, if possible:

- Name, address and age.
- Nature of problem
- Allergies and if currently on any medication
- Local doctor

Notice alertness of patient and REMAIN CALM. All incidents must be reported to SOCC Security.

### **16. Fire Safety/Emergency**

Do not panic, contact Security immediately at 614-644-3812.

If you are not sure if the fire is on the other side of your door, feel the door for heat before proceeding.

Do not try to put the fire out yourself. Do not take any unnecessary risks.

Do not go back into the building for any reason until the all clear is given from Security.

When exiting the building, use the stairwell closest to your work area only. The elevators will go to the first floor and stop.

Upon exiting the building, all Contractors' personnel should proceed to the first handicapped parking space adjacent to the bicycle rack to be accounted for by Security.