REQUEST FOR QUALIFICATIONS

RFQ NUMBER: 15IAPTPAOH

IAP Government Services Group (IAP) as the Third Party Administrator (TPA) for the State of Ohio, is requesting proposals for:

PREQUALIFIED CONTRACTORS FOR FACILITY MAINTENANCE, REPAIR AND MINOR CONSTRUCTION PROJECTS

MINORITY SET-ASIDE OPPORTUNITY IN ACCORDANCE WITH ORC CH. 125.081

RFQ ISSUED:	July 17, 2015
INQUIRY PERIOD BEGINS:	July 17, 2015
PRE-PROPOSAL CONFERENCE:	July 28, 2015 at 1:00 PM
INQUIRY PERIOD ENDS:	August 10, 2015
PROPOSAL DUE DATE:	August 14, 2015 at 1:00 PM

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: IAP GOVERNMENT SERVICES GROUP
2740 AIRPORT DRIVE SUITE 300
COLUMBUS, OHIO 43219
(614) 416-0614

Offerors must note that all proposals and materials submitted will become the property of IAP and may be returned only at IAP's option. Proprietary information should not be included in a proposal or supporting materials because IAP will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror.

This RFQ consists of five (5) parts and ten (10) Attachments totaling 63 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE.

This is a Request for Qualifications ("RFQ") to serve as a qualified contractor to IAP Government Services Group ("IAP") as the Third Party Administrator ("TPA") for Facility Maintenance, Repair and Minor Construction Projects under an agreement with the State of Ohio, through the Department of Administrative Services, Office of Procurement Services (the "State"). IAP has entered into a contract with the State to serve as the TPA and is soliciting certified competitive sealed qualification statements ("Qualification Statements" or "Proposal") from contractors who may qualify as pre-qualified contractors ("Offerors") that it may contract with to perform various scopes of work ("Work") on various projects ("Projects") for various State agencies and registered Cooperative Purchasing Members ("Agency(ies)"). **Only prequalified contractors will be eligible to submit Task Order Proposals to perform Work on Projects.** The Work may include, but not be limited to: minor construction, interior and exterior finishes, mechanicals, plumbing, electrical, fire safety, elevators, HVAC, paving, concrete, masonry and roofing. (See Attachment Five for more detail on service categories). The Agency(ies) and/or registered Cooperative Members shall make the determination as to the characterization of the work to determine if it eligible for MBE set aside. This RFQ provides details on what is required to submit Qualification Statements, the criteria upon which IAP and the State will evaluate the Qualification Statements, and what will be required of the Offerors in order to qualify as a pre-qualified contractor ("Contractor") as well as what will be required of the Contractors in performing the Work.

This RFQ also gives the estimated dates for the various events in the Offeror's submission process, IAP and the State's evaluation process, and the announcement of the pre-qualified contractors. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

If an Offeror is deemed a pre-qualified contractor, it shall retain that status through December 31, 2017, subject to renewal if the Offeror, IAP, and the State each agree to such renewal, for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed sixty (60) months and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for IAP's contract with the State each new biennium as well as the State's right to renew all or part of the contract with IAP. Those Offerors that are deemed pre-qualified contractors will be required to submit an annual renewal of the contractor's qualifications and an annual affidavit of continued compliance with the qualification and other Contract requirements once per year on or before a date to be determined by IAP. Offeror's prequalified contractor status is subject to termination or suspension under the terms of this Contract.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Work may result in IAP refusing to consider the Qualifications Statement of the Offeror.

MBE SET-ASIDE.

The State and IAP are committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. In addition to these requirements, the criteria identified herein must also be met to be prequalified for future Task Order solicitations. Only Ohio based certified MBE vendors may submit Qualification Statements for evaluation (must be certified with the State on date of submission of prequalification). In future solicitations, MBE Offerors must be an Ohio certified MBE as of the solicitation due/opening date and have been issued a pre-qualification certification by IAP. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx.

BACKGROUND.

The TPA serves as an intermediary between the agencies and the contractors performing the work. The role of the TPA is to: receive task orders from using agencies and registered Cooperative Purchasing Members, set up scope meetings with all interested parties, bid and award contracts to Contractors and oversee the scope of work, costs, and schedules of all awarded projects, as well as all accounting and administrative requirements for the Projects. IAP will serve as the TPA through at least December 31, 2017 with 60 months of available renewals and is currently soliciting Qualification Statements from Offerors to serve as Contractors.

While there is no guarantee of project values or volume, the prior contract between the State and the prior TPA oversaw projects in excess of $20,000,000 annually. There were approximately 1300 projects scoped in FY14. With the additional service categories being added to this Contract, the number of projects is expected to remain stable or increase in future years.

OBJECTIVES.

The purpose of this RFQ is for IAP to solicit Qualification Statements from contractors who may be certified as pre-qualified contractors that IAP may contract with to perform various scopes of work on various projects for various State agencies and registered Cooperative Purchasing Members.

The State has been divided into 5 different regions. An Offeror may seek to become a pre-qualified contractor for any number of regions (1 to 5) and for one or more service categories within each region (see Attachment Five for more details).

CALENDAR OF EVENTS.

The schedule for the pre-qualification process is given below, and is subject to change. IAP or the State may change this schedule at any time. If IAP or the State changes the schedule, they will do so through an announcement in the same manner that they announced this process. The announcement will be followed by an addendum to this RFQ. It is each prospective Offeror's responsibility to check for announcements as to current information regarding this RFQ and its calendar of events through the announcement of pre-qualified contractors.

DATES:

Firm Dates:

RFQ Issued:	July 17, 2015
Inquiry Period Begins:	July 17, 2015
Pre-Proposal Conference	July 28, 2015 at 1:00 PM
Inquiry Period Ends:	August 10, 2015
Qualification Statements Due Date:	August 14, 2015 1:00 PM

Estimated Dates:

Announcement of Pre-Qualified Contractors:	August 28, 2015

There are references in this RFQ to the Qualification Statements' due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Qualification Statements are due.

Qualification Statements received after 1:00 p.m. on the due date will not be evaluated.

PRE-PROPOSALCONFERENCE.

A pre-proposal conference will be held on **July 28, 2015 at 1:00 PM at the Ohio Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228** to discuss the requirements of the RFQ. The conference will commence promptly at 1:00 PM barring an unforeseen circumstance that result in a delay of the conference. Attendance will be taken. IAP will not be responsible for an Offeror's failure to obtain information discussed during the conference.

PART TWO: STRUCTURE OF THIS RFQ

ORGANIZATION:

This RFQ is organized into five (5) parts, three (3) tables, and ten (10) attachments. The parts and attachments are listed below.

PARTS:

Part One:	Executive Summary
Part Two:	Structure of the RFQ
Part Three:	General Instructions
Part Four:	Evaluation of Qualifications Statements
Part Five:	Award of Contract

TABLES AND ATTACHMENTS

Table One:	Mandatory Qualifications Requirements
Table Two:	Qualification Ratings Scale
Table Three:	Technical Qualifications Statements Evaluation
Attachment One:	Requirements for Qualifications Statement
Attachment Two:	General Terms and Conditions (Article 1-42)
Attachment Three:	Contract
Attachment Four:	Offeror Profile Summary
Attachment Five:	Chart of Regions and Trades
Attachment Six:	Offeror Reference Form
Attachment Seven A:	Past Performance Template Example
Attachment Seven B:	Offeror Performance
Attachment Eight:	Online Task Order System Agreement
Attachment Nine:	Standard Affirmation and Disclosure Form Executive Order 2001-2K

CONTACT INFORMATION

Jennifer Schneider
Vice President
IAP Government Services Group
2740 Airport Drive, Suite 300
Columbus, Ohio 43219
614-416-0614 ext. 311

PART THREE: GENERAL INSTRUCTIONS

QUALIFICATIONS STATEMENT.

Each Offeror must submit its Qualifications Statement in a sealed envelope/package Each Qualifications Statement must be clearly marked "Ohio TPA MBE Contractor RFQ – Qualifications: 15IAPTPAOH" on the outside of each package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) Qualifications Statement packages.

The Offeror must also submit, in the sealed package, a complete copy of the Qualifications Statement on DVD/CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Qualifications Statement. Qualifications Statements are due no later than the Qualifications Statement due date, at 1:00 p.m. Qualifications Statements submitted by e-mail or fax are not acceptable and will not be considered. Qualifications Statements must be submitted to:

IAP Government Services Group
2740 Airport Drive, Suite 300
Columbus, Ohio 43219
614-416-0614

IAP will reject any Qualifications Statement or unsolicited Qualifications Statement addenda that are received after the deadline. An Offeror that mails its Qualifications Statement must allow adequate mailing time to ensure its timely receipt. IAP recommends that Offerors submit Qualifications Statements as early as possible. Qualifications Statements received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. IAP will reject late Qualifications Statements regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFQ and the contents of its Qualifications Statement. Once opened, Qualifications Statements cannot be altered, except as allowed by this RFQ.

By submitting its Qualifications Statement, the Offeror acknowledges that it has read this RFQ, understands it, and agrees to be bound by its requirements. IAP is not responsible for the accuracy of any information regarding this RFQ that was gathered through a source different from the inquiry process described in the RFQ.

IAP may reject any Qualifications Statement if the Offeror takes exception to the terms and conditions of this RFQ, fails to comply with the procedure for participating in the RFQ process, or the Offeror's Qualifications fail to meet any requirement of this RFQ. Any question asked

during the inquiry period or answer or statement to such question will not be viewed as an exception to the Terms and Conditions.

REQUESTS FOR INFORMATION

INQUIRIES. Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the IAP OTOS Web site at https://iapotosoh.com .

2. From the Navigation Bar on the right, select "Post RFI".

3. On the document inquiry page, complete the required "Personal Information" section by providing:

a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.

b. Name of the prospective Offeror.

c. Representative's business phone number.

d. Representative's e-mail address.

e. Type the inquiry in the space provided including:

A reference to the relevant part of this RFQ.

The heading for the provision under question.

The page number of the RFQ where the provision can be found.

f. Click the "Submit" button.

Offerors submitting inquiries will receive acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the IAP OTOS Web site at https://iapotosoh.com .

2. From the Navigation Bar on the right, select "RFI Responses".

3. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

4. Download or print document.

IAP will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. IAP will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFQ responses, and the details of their proposed projects, on the requirements and performance expectations established in this RFQ for the future contract, not on details of any other potentially related contract or project.

WAIVER OF DEFECTS.

IAP may waive any defects in any Qualifications Statement or in the submission process followed by an Offeror. IAP will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

ADDENDA TO QUALIFICATIONS STATEMENTS.

ADDENDA TO THE RFP. If IAP decides to revise this RFQ before the Proposal due date, an addendum will be announced on the IAP OTOS Web site.

Offerors may view addenda using the following process:

1. Access the IAP OTOS Web site at https://iapotosoh.com

2. From the Navigation Bar on the right, select "Download Addenda"

3. On the document information page, click on the addendum number to display the addendum.

4. Download or print the Addenda

When an addendum to this RFQ is necessary, IAP may extend the Proposal due date through an announcement on the IAP OTOS Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFQ.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When IAP issues an addendum to the RFQ after Proposals have been submitted, IAP will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, IAP may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever IAP issues an addendum after the Proposal due date, IAP will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time IAP amends the RFQ after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if IAP permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, IAP may limit the nature and

scope of the modifications. Unless otherwise stated in the notice by IAP, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. Withdrawals and modifications must be made in writing and submitted to IAP at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than IAP has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

Addenda of Qualifications Statements will be allowed only if the addendum is received before the Qualifications Statement due date. No addenda will be permitted after the due date, except as authorized by this RFQ.

QUALIFICATIONS STATEMENT INSTRUCTIONS.

Each Qualifications Statement must be organized in an indexed binder, ordered in the same manner as the response items are ordered in Attachment One of this RFQ.

IAP wants full, clear, and concise Qualifications Statements. Offerors should, however, take care to completely answer questions and meet the RFQ's requirements thoroughly. All Offerors must provide detailed and complete responses as Qualifications evaluations, and subsequent scores, are based solely on the content of the Qualifications Statement.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror has contracted with IAP in the past.

The requirements for the Qualifications Statements' contents and formatting are contained in an attachment to this RFQ. IAP will not be liable for any costs incurred by an Offeror in responding to this RFQ, regardless of whether IAP grants the Offeror pre-qualification status, the Agency or registered Cooperative Purchasing Member decides not to go forward with the Project, or IAP cancels this RFQ for any reason.

PART FOUR: EVALUATION OF QUALIFICATIONS STATEMENTS

EVALUATION OF QUALIFICATIONS STATEMENTS. The evaluation process consists of, but is not limited to, the following steps:

1. Timeliness. IAP shall open only those Qualifications Statements that are submitted on time.

2. Initial Review. IAP will review all timely Qualifications Statements for format and completeness. IAP normally rejects any incomplete or incorrectly formatted Qualifications Statement, though it may waive any defects or allow an Offeror to submit a correction as permitted under the terms of this RFQ. If the Offeror meets the formatting and mandatory requirements listed herein, IAP will continue to evaluate the Qualifications Statement.

3. Qualifications Statement Evaluation. IAP will rate the Qualifications Statements submitted in response to this RFQ based on the criteria and weight assigned to each criterion.

   IAP will evaluate and numerically score each Qualifications Statement that it has determined to be responsive to the requirements of this RFQ. The evaluation will be according to the criteria contained in this Part of the RFQ. An attachment to this RFQ may further refine these criteria, and IAP has a right to break these criteria into components and weigh any components of a criterion according to its perceived importance. IAP may also have the Qualifications Statements or portions of them reviewed and evaluated by independent third parties or various Agency or registered Cooperative Purchasing Member personnel with relevant technical or professional experience related to the Work or to one or more criterion in the evaluation process. IAP may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, IAP will first decide how to incorporate the results in the scoring of the Qualifications Statements.

   IAP may adopt or reject any recommendations it receives from such reviews and evaluations. The evaluation will result in a point total being calculated for each Qualifications Statement. At the sole discretion of IAP, any Qualifications Statement, in which the Offeror received a significant number of zeros may be rejected.

   IAP will document all major decisions in writing and make these a part of the file along with the evaluation results for each Qualifications Statement considered.

4. Clarifications & Corrections. During the evaluation process, IAP may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Qualifications Statement if IAP believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what IAP has requested may result in the Offeror's Qualifications Statement being disqualified.

5. Interviews, Demonstrations, and Presentations. IAP may require Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Qualifications Statement and to ensure a mutual understanding of the Qualifications Statement's content. This will also allow IAP an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the Offeror. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of IAP. IAP may record any presentations, demonstrations, and interviews. Such recordings shall become the property of IAP.

6. Determination of Responsibility. IAP may review an Offeror or its key team members to ensure that the Offeror is responsible. Pre-qualified contractor status may not be awarded to an Offeror that is determined not to be responsible. IAP's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute the work it would be required to do timely and properly; and management skill. IAP will make such determination of responsibility based on the Offeror's Qualifications, reference evaluations, and any other information IAP requests or determines to be relevant.

7. Reference Checks. IAP may conduct reference checks to verify and validate the Offeror's past performance. Reference checks indicating poor or failed performance by the Offeror may be cause for rejection of the Qualifications Statement. In addition, failure to provide requested reference contact information may result in IAP not including the referenced experience in the evaluation process. The reference evaluation will measure the criteria contained in this part of the RFQ as it relates to the Offeror's previous contract performance, including, but not limited, to its performance with other local, state, and federal entities. IAP reserves the right to check references other than those provided in the Offeror's Qualifications Statement. IAP may obtain information relevant to criteria in this part of the RFQ, which is deemed critical to not only the Offeror's performance on projects, but also the working relationship between IAP and the Offeror.

8. Financial Ability. Part of the Qualifications evaluation criteria is the qualification of the Offeror which may include, as a component, the Offeror's financial ability to perform work it may contract with IAP to perform. This RFQ may expressly require the submission of financial statements from all Offerors in the Qualification contents attachment. If the Qualification contents attachment does not make this an expressed requirement, IAP may still request that an Offeror submit audited financial statements for up to the past three (3) years if IAP is concerned that an Offeror may not have the financial ability to perform work under this Contract.

   In evaluating an Offeror's financial ability, if requested, IAP will review the documentation provided by the Offeror to determine if the Offeror's financial position is adequate or inadequate. If IAP believes the Offeror's financial ability is not adequate, IAP may reject the Qualifications Statement despite its other merits.

IAP will decide which phases are necessary. IAP has the right to eliminate or add phases at any time in the evaluation process. To maintain fairness in the evaluation process, all information sought by IAP will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY QUALIFICATIONS REQUIREMENTS.

The following Table 1 contains items that are considered minimum requirements for this RFQ.

In addition, all Offerors must reflect registration to perform work in the State of Ohio and at least 1 year of experience in the line of work or service categories for which prequalification is sought.

Determining the Offeror's ability to meet the minimum requirements is the first step of the IAP evaluation process. The Offeror must demonstrate to IAP that it meets all minimum requirements listed in the Mandatory Qualifications Requirement section Table 1.

The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Qualifications Statement in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment One of the RFQ document for additional instructions.)

IAP will evaluate Tab 1, alone, to determine whether the Qualifications Statement meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Qualifications Statement may be disqualified by IAP and IAP may not evaluate any other portion of the Qualifications Statement.

TABLE 1 - MANDATORY QUALIFICATION REQUIREMENTS

Mandatory Requirements	Accept	Reject
The Offeror must be a certified Minority Business Enterprise (MBE) vendor in the State of Ohio (include EOD certificate)		
The Offeror must demonstrate, through documented, recent experiences, it has the ability and capacity to provide the required level of service as a contractor for IAP on maintenance, repair and minor construction projects.		
The Offeror must document its registration to perform work in the State of Ohio		
The Offeror must have at least 1 year of experience in each service category for which pre-qualification is sought.		

QUALIFICATIONS STATEMENT EVALUATION CRITERIA.

If the Offeror provides sufficient information to IAP, in Tab 1, of its Qualifications Statement, demonstrating it meets the Mandatory Requirements, the Offeror's Qualifications Statement will be included in the next part of the evaluation process which involves the scoring of the Qualifications Statement. In the Technical evaluation phase, IAP rates the Qualifications submitted in response to this RFQ based on the following listed criteria and the weight assigned to each criterion.

TABLE TWO- QUALIFICATIONS RATING SCALE

The scale below (0-5) will be used to rate each Qualifications Statement on the criteria listed in the Qualifications Evaluation table.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

IAP will score the Qualifications Statement by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Score in Table 3.

REPRESENTATIVE NUMERICAL VALUES ARE DEFINED AS FOLLOWS:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 -TECHNICAL QUALIFICATIONS STATEMENTS EVALUATION

Criterion	**Weight**	**Rating (0-5)**	**Extended Score**
Offeror Profile, Ability and Capacity	10		
Offeror References	30		
Scheduling Ability	10		
Contract Past/Related Performance Form	40		
Bond Capacity	5		
Safety Program and Records	5		

Total Score: _____

In this RFQ, IAP asks for responses and submissions from Offerors, most of which represent components of the above criteria as further described below. While each criterion represents only a part of the total basis for a decision to award pre-qualified contractor status to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Qualifications Statement. The value assigned above to each criterion is used to determine which Qualification is the most advantageous to IAP in relation to the other Qualifications Statements that IAP received and may also be used by the Agency and/or registered Cooperative Purchasing Member to determine which contractor's Task Order Proposal represents the best value to the Agency and/or registered Cooperative Purchasing Member for purposes of awarding a task order.

PART FIVE: AWARD OF PRE-QUALIFIED CONTRACTOR STATUS

REJECTION OF QUALIFICATIONS STATEMENT.

IAP may reject any Qualifications Statement that is not in the required format, does not address all the requirements of this RFQ, or that IAP believes is otherwise not in its or the State's interests to consider or to accept.

PRE-QUALIFIED CONTRACTOR STATUS AWARD.

IAP plans to award pre-qualified contractor status to qualifying Offerors based on the schedule in this RFQ. An Offeror who qualifies as a pre-qualified contractor may be awarded that status for any number of regions (1-5) and for one or more service categories. A map and county list for the five service regions is provided in this RFQ in the General Terms and Conditions Attachment Two

An Offeror who qualifies as a pre-qualified contractor shall enter into a contract with IAP (the "Contract"). The signature page for the Contract is included as Attachment 4 of this RFQ. In order for an Offeror's Qualifications Statement to remain under active consideration, the Offeror must sign two (2) copies in blue ink and return the signed Contracts to IAP with its Qualifications Statement. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract or pre-qualified contractor status. In awarding a Contract and pre-qualified contractor status, IAP will issue an award letter to the selected Offerors. The Contract will not be binding on IAP until the duly authorized representative of IAP signs both copies and returns one (1) to the Offeror, the Agency issues a Task Order, and all other prerequisites identified in the Contract have occurred.

IAP will award pre-qualified contractor status to any Offeror whose Qualifications Statement includes all of the required and requested information, includes all of the mandatory requirements, and receives an acceptable score. Offerors who fail to include any required information, fail to include any mandatory requirement, or fail to receive an acceptable total score will not be awarded pre-qualified contractor status.

CONTRACT.

The Contract(s) between any successful Offeror(s) and IAP will consist of this RFQ including all attachments, written addenda to this RFQ, the Offeror's accepted Qualifications Statement and written authorized addenda to the Offeror's Qualifications Statement. It will also include any materials incorporated by reference in the above documents and any Task Orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Two of this RFQ. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the **documents is as follows:**

1. This RFQ, as amended;

2. The documents and materials incorporated by reference in the RFQ;

3. The Offeror's Qualifications Statement, as amended, clarified, and accepted by IAP; and

4. The documents and materials incorporated by reference in the Offeror's Qualifications Statement.

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

ATTACHMENT ONE: REQUIREMENTS FOR QUALIFICATIONS STATEMENT

QUALIFICATIONS STATEMENT FORMAT.

Each Qualifications Statement must include sufficient data to allow IAP to verify all of the Offeror's claims of meeting the RFQ's requirements. Each Qualifications Statement must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFQ's requirement and agreeing to comply will be an unacceptable response and may cause the Qualifications Statement to be rejected.

These instructions describe the required format for a responsive Qualifications Statement. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Qualifications Statement, and each Qualifications Statement 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 non-conforming Qualifications Statement.

Each Qualifications Statement must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile, Ability and Capacity
5. Offeror References
6. Scheduling Ability
7. Online Task Order System
8. Conflict of Interest Statement
9. Assumptions
10. Proof of Insurance
11. Payment Address
12. Contract Performance and Past Five Year Project List
13. W-9 Form and
14. Affirmative Action Plan

15. Governing the Expenditure of Public Funds for Offshore Services

16. Workers' Compensation Information

17. Insurance

18. Bond Capacity

19. Safety Program and Records

20. Prevailing Wage Compliance Records

REQUIREMENTS:

Each of the numbered sections below (1 through 20) shall be included as a separate tabbed section in the Offeror's Qualifications Statement.

1. **Cover Letter and Mandatory Requirements.**

The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the Offeror's qualifications. The letter must also have the following:

a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.

b. A list of the people who prepared the Qualifications Statement, including their titles.

c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Qualifications Statement.

d. A statement that the Offeror has not taken any exception to the Terms and Conditions or any requirement of this RFQ.

e. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the Contract.

f. A statement indicating the Offeror will comply with all Federal and Ohio law as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.

g. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFQ, without notifying IAP of such finding.

h. A statement that to the best of the Offeror's knowledge, information, and belief, all of the Offeror's personal and business associates are in compliance with Chapter

3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

i. All contractors from whom the State or any of its political subdivisions make purchases in excess of $2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program.

j. Registration with the Secretary of State. By the signature affixed to this Qualifications Statement, the Offeror attests that the Offeror is:

1) An Ohio business entity that is properly registered with the Ohio Secretary of State; or

2) A foreign business entity that is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign business entities that transact business in the state of Ohio, without being properly registered, or when its registration has expired or been canceled, shall forfeit not less than $250 nor more than ten thousand dollars. No officer of a foreign business entity shall transact business in the state of Ohio, if such entity is required by applicable law to register but has not done so. Failure to comply with this section or related applicable law may subject the violator to legal consequences.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's charter or other registration/entity number is: _____

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:

http://www.sos.state.oh.us

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through j., above.

Responses to all Mandatory Requirements from Table 1 must be included in this section.

The Offeror must include a copy of its State of Ohio MBE certification certificate.

2. **Certification.**

Each Qualifications Statement must include the following certification, signed by an authorized representative of the Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not, and shall not allow others, to perform work or take data outside the United States without express written authorization from IAP.

(Insert Company name) affirms that all personnel who work on any project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Department of Administrative Services, and IAP. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, and the Agency, the Department of Administrative Services, or IAP.

(Insert Company name) affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company* name) with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name).*

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(Insert Company name) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the State of Ohio and the Department of Administrative Services and the Agency and IAP for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

(Insert Company name) affirms that the information included in its Qualification Statement is true and accurate to the best of its knowledge, information, and belief.

3. **Signed Contracts**.

The Offeror must provide two (2) originally signed, blue ink copies of the included Contract page (Attachment Three). The Offeror must complete, sign and date both copies of the Contract and include it with their Qualifications Statement.

4. **Offeror Profile, Ability and Capacity**.

Each Qualifications Statement must include a profile of the Offeror's ability, capacity, and relevant experience working on projects similar to each area of Work Offeror desires to perform. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help IAP gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Qualifications Statement. This RFQ includes Offeror Profile Summary Form (Attachment Four) which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror’s required information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and Contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Contract. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Qualifications Statement.

Additionally, each Offeror must complete Attachment Five; Regions and Service Categories. Offeror must complete the form signifying which region(s) and work is requested. For each service category requested, the Offeror is required to submit separate past performance experience documentation as required in the Project Experience requirement. NOTE: If the Offeror is requesting to be pre-qualified for multiple service categories, multiple sets of Project Experience documentation must be submitted, one for each service category.

5. **Offeror References.**

The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services. These references must relate to work that was completed within the past three (3) years. This RFQ includes an Offeror Reference Form (Attachment Six). Failure to recreate the form accurately may lead to the rejection of the Offeror's Qualifications Statement.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to those that Offeror may work on under this Contract.

6. **Past Performance**

A minimum of five (5) project descriptions for each service category for which pre-qualification is requested must be submitted. Each Project must be a minimum of 80% completed and performed in the past five (5) years. These projects may include those projects listed in the Project References portion of this submission. A sample template (Attachment Seven) is included for your reference.

The description of the related services must show the Offeror's experience, capability, and capacity to perform under the Contract. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation.

a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in IAP not including the reference in the evaluation process.

b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.

c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.

d. Description of the Related Service Provided. IAP does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Offerors with prior experience contracting with IAP for services must ensure specifics are addressed. Evaluations will not be based on IAP’s intrinsic knowledge.

e. Description of how the related service shows the Offeror's experience, capability and capacity to perform under this Contract.

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

In addition to the mandatory detailed past performance requirement, Offeror shall provide a list of all projects performed during the past three (3) years. This list will include the name of the project, location, date started, date completed, type of project and work

performed. This list will be used to evidence the Offerors ability to perform multiple projects simultaneously.

6. **Scheduling Ability.**

Offeror must fully describe its capacity, approach, methods, and specific work steps to prepare, manage, monitor, and update schedules for any projects that it works on under this Contract. Offeror shall include, among others, the type of scheduling software Offeror uses, the number of employees who are well-versed in using that software, the approximate percentage of Offeror's projects for which it has any scheduling responsibility, Offeror's experience in providing scheduling services for projects, and any other information regarding Offeror's scheduling ability that the Offeror believes would be helpful in IAP's evaluating the Offeror's scheduling ability.

7. **Online Task Order System.**

The Offeror must confirm its obligation to use and comply with all terms and conditions regarding the online task order system that IAP will be using. Offerors may comply with the obligations under this section by completing and executing the form attached hereto as Attachment Eight.

8. **Conflict of Interest Statement.**

Each Qualifications Statement must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., an employee of IAP or the State of Ohio, etc.) and, if so, the nature of that conflict. IAP has the right to reject Qualifications Statements in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict. For this Contract, it would be a conflict of interest if the Offeror is directly associated with IAP.

9. **Assumptions.**

The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the Qualifications Statement. If any assumption is unacceptable to IAP, it may be cause for rejection of the Qualifications Statement. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

10. **Proof of Insurance.**

In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions (Attachment Two). The policy may be written on an occurrence or claims made basis.

11. **Payment Address.**

The Offeror must provide the address to which payments to the Offeror will be sent.

12. **Contract Performance.**

The Offeror must complete Attachment Seven B, Offeror Performance Form. Additionally, Offeror must submit a list of all projects at least 80% completed over the past five (5) years, including date project started, date completed and the dollar amount of the project.

13. **W-9 Form**

The Offeror must complete Federal Form W-9.

14. **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/tabid/133/Default.aspx.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Qualifications Statement or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

15. **Governing the Expenditure of Public Funds for Offshore Services.**

The Offeror affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, IAP reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. IAP does not waive any other rights and remedies provided IAP in this Contract.

The Offeror must complete, sign, and include the Standard Affirmation and Disclosure Form to abide with Executive Order 2011-12K affirming no services of the Offeror or its subcontractors under this Contract will be performed outside the United States (see Attachment Nine). During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

16. **Workers' Compensation Information.**

The Offeror must provide details of its workers' compensation insurance, and it's Experience Modification Rating ("EMR"). The Offeror's EMR can be obtained from the Ohio Bureau of Workers Compensation. The Offeror must include details of all workers' compensation claims asserted against the Offeror or any insurance policy it has held during the last 5 years.

17. **Insurance.**

The Offeror must provide details of its commercial general liability insurance coverage for bodily injury, personal injury, wrongful death, property damage; Commercial Automobile Liability insurance; workers' compensation insurance; and any other insurance policies. The Offeror must provide a complete copy of all such insurance policies currently in effect. Upon award, certificates of insurance will be required, naming IAP and the State as additional insureds. Further insurance requirements are also included in the general terms and conditions of this RFQ.

18. **Bond Capacity.**

The Offeror must provide details regarding its ability to obtain bid, performance, and payment bonds, including the amounts available to the Offeror for such bonds, along with confirmation of such ability and details from a surety licensed in Ohio.

19. **Safety Program and Records**.

The Offeror must provide details of any safety program, including any training program that it maintains. The Offeror must also provide its OSHA 300 logs and summaries for 2010, 2011, 2012, 2013, 2014, and the log for 2015. The Offeror must also provide details regarding any claim that OSHA has asserted against the Offeror within five (5) years of the date of this RFQ.

20. **Prevailing Wage Compliance Records.**

The Offeror must provide details regarding any claim asserted by any party or government agency related to any allegation that the Offeror failed to comply with prevailing wage laws.

ATTACHMENT TWO: GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK.

1.1 IAP has entered into a contract with the State to serve as the Third-Party Administrator ("TPA") for the State under a contract for Facility Maintenance, Repair and Minor Construction Projects. As a result of this RFQ, IAP intends to select pre-qualified contractors for each of five (5) regions as shown on the State of Ohio Map by Service Region. Awards under this RFQ will be to Minority Business Enterprise (MBE) contractors pursuant to a 100% MBE set-aside. IAP also reserves the right to set-aside task orders for other authorized socio-economic programs approved for use during the existence of this program. During the program, participating agencies may submit task orders to IAP to perform a specific project.

1.2 When an Agency or registered Cooperative Purchasing Member provides IAP with the details of a project, IAP will solicit bids from the pre-qualified contractors in the designated region for the various scopes of work on that project (e.g., plumbing, HVAC, electric, etc.). Only the pre-qualified contractors will be permitted to submit Task Order Proposals for the work.

1.3 IAP will identify the three contractors with the lowest cost in their Task Order Proposals for each scope of work and will provide those Task Order Proposals to the Agency and/or contracting registered Cooperative Purchasing Member. IAP reserves the right to include a recommendation as to which of the three lowest bidders IAP recommends the Task Order be awarded and the basis for that recommendation. The Agency and/or registered Cooperative Purchasing Member will make the ultimate decision as to which contractor will be awarded the task order based upon which contractor's Task Order Proposal is in the best interest of the Agency and/or registered Cooperative Purchasing Member in the discretion of the Agency and/or registered Cooperative Purchasing Member.

1.4 In determining which contractor's Task Order Proposal is in the best interest of the Agency and/or registered Cooperative Purchasing Member, the Agency and/or the registered Cooperative Purchasing Member may consider the cost information that the contractors submit for that task order as well as any information that the contractors provide in response to this RFQ.

1.5 If any contractor protests an award, that protest shall be against the Agency and/or registered Cooperative Purchasing Member because the Agency and/or registered Cooperative Purchasing Member makes the final determination as to which contractor shall receive the award of the task order, and the Agency and/or registered Cooperative Purchasing Member assumes any and all liability associated with such awards, including but not limited to any liability associated with awarding the task order to a contractor that did not submit the lowest Task Order Proposal amount.

1.6 Each task order that a pre-qualified contractor enters into for a scope of work on a project will be subject to the terms and conditions contained within this RFQ.

ARTICLE 2 – ADMINISTRATIVE FEES AND TERM.

2.1 SYSTEM ADMINISTRATIVE AND ACCESS FEE.

The Contractor acknowledges that it will be required to pay IAP a system administrative and access fee based on the value of each Task Order IAP enters into with the Contractor. The System Administrative and Access Fee shall be calculated as six percent (6%) of the value of each Task Order, characterized as part of the Contractor's project overhead. Each Contractor will include this System Administrative and Access Fee within its Task Order Proposal overhead amount on each Project (not as a separate line item but within the overall proposal amount). Each application for payment that the Contractor submits to IAP shall include the respective administrative and user fee amount. IAP will retain the administrative and access fee from the amount of payment the Contractor receives for each payment application. The system administrative and access fee is paid in consideration of IAP's providing the Contractor with accounting, administration, oversight and access to IAP's Online Task Order System ("OTOS").

2.2 Unless this Contract is terminated or suspended, or IAP's contract with the State is terminated or expires without renewal, the Offeror's pre-qualified contractor status will remain in effect from the award date through December 31, 2017, subject to renewal if the Offeror, IAP, and the State each agree to such renewal, for any number of times and for any period of time. The cumulative time of all renewals are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for IAP's contract with the State each new biennium as well as the State's right to renew all or part of the contract with IAP.

ARTICLE 3 - REGIONS.

STATE OF OHIO MAP BY SERVICE REGIONS

ARTICLE 3 - REGIONS.

STATE OF OHIO COUNTIES BY SERVICE REGION

REGION 1	REGION 2	REGION 3	REGION 4	REGION 5
Allen	Ashland	Champaign	Adams	Athens
Auglaize	Ashtabula	Clark	Brown	Belmont
Defiance	Carroll	Coshocton	Butler	Gallia
Fulton	Columbiana	Delaware	Clermont	Guernsey
Hancock	Crawford	Fairfield	Clinton	Hocking
Hardin	Cuyahoga	Fayette	Darke	Meigs
Henry	Erie	Franklin	Greene	Monroe
Lucas	Geauga	Holmes	Hamilton	Morgan
Mercer	Harrison	Knox	Highland	Noble
Ottawa	Huron	Licking	Jackson	Vinton
Paulding	Jefferson	Logan	Lawrence	Washington
Putnam	Lake	Madison	Miami	
Sandusky	Lorain	Marion	Montgomery	
Seneca	Mahoning	Morrow	Pike	
Van Wert	Medina	Muskingum	Preble	
Williams	Portage	Perry	Ross	
Wood	Richland	Pickaway	Scioto	
Wyandot	Stark	Union	Shelby	
	Summit		Warren	
	Trumbull			
	Tuscarawas			
	Wayne			

ARTICLE 4 – ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS.

4.1. Requests for Task Order Proposal (RTOP):

4.1.1. When IAP receives a task order from an Agency and/or registered Cooperative Purchasing Member, it will issue a Request For Task Order Proposal (RTOP), as appropriate, normally in the form of an email with the subject "NOTICE OF PROPOSED TASK ORDER" or similar. Projects will be of varying size and complexity. The RTOP will include information such as a statement of work, guide specifications, drawings, attachments, information pertaining to a site visit and any other requirements for submission (e.g. proposal requirements, price schedule, bonding requirements, etc.). Projects may include, but are not limited to, complete plans and specifications for all elements of work; limited specifications, or Design Build requirements. When complete plans and specifications are not provided, the Master Specifications will apply for elements of work not addressed by a project specific specification.

4.2. Response to "NOTICE OF PROPOSED TASK ORDER"

4.2.1. Upon receipt of the notification from IAP, the pre-qualified contractors who wish to submit a Task Order Proposal for the required scopes of work should respond by preparing a Task Order Proposal. That process may include attending a project on-site conference. The project on-site conference may be scheduled as early as two days from issuance of the "NOTICE OF PROPOSED TASK ORDER", or 120 minutes under emergency conditions.

4.2.2. Notification will be via the online task order system (OTOS) that IAP is using for the program. Pre-qualified contractors will be required to subscribe to that system. No other means of notification will normally be used. IAP will not be responsible for lack of notification(s) for contractors who fail to maintain a presence on IAP's online system. That system is available at the following address:

www.iapotosoh.com

4.2.3. IAP's OTOS will provide the opportunity and method for contractors to submit pre-Task Order Proposal questions. IAP's OTOS will also provide the method for IAP to respond to such questions.

4.2.4. IAP reserves the right to extend the deadline for contractors to submit Task Order Proposals for any reason, including but not limited to the number of questions asked and the time required to distribute responses.

4.2.5. Pre-qualified contractors are expected to submit a Task Order Proposal on all projects offered through the IAP OTOS. In the event a contractor is unable to submit an offer in response to a "NOTICE OF PROPOSED PROJECT", , the Contractor shall notify IAP via the online system.

4.2.6. In the event a contractor fails to submit a Task Order Proposal on a reasonable number of projects offered, as determined by IAP, IAP will notify the contractor when their Task Order Proposal record indicates an unacceptable number of offerings. In the event the contractor fails to correct this situation, IAP reserves the right to unilaterally suspend or terminate the contractor's pre-qualified contractor status.

4.2.7. The Contractor will not be reimbursed for proposal or bid preparation, attendance during any conference or meeting, site visits, walk-through or any other pre-Task Order costs.

4.3. Task Order Competition

4.3.1. IAP, the Agency, and/or the registered Cooperative Purchasing Member may consider such factors that it, in the exercise of sound business judgment, believes are relevant to the placement of orders.

4.3.2. Timely performance by a pre-qualified contractor is very important. Failure to prosecute the work diligently on a currently awarded task order may constitute grounds for IAP to suspend or terminate the contractor's pre-qualified contractor status.

4.5. Site Visits.

Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective Task Order Proposals, and to understanding the total results desired by IAP. In some cases a walk-through may be determined mandatory in order for a contractor to submit a Task Order Proposal. Such requirement will be stated in the RTOP. Failure to attend a walk-through may not be used as an excuse for omission or miscalculation in Task Order Proposals.

4.6. Task Order Proposal Contents.

4.6.l. The basis of award of each task order will be stated in the RTOP. Depending upon the requirements of each Task Order, the Contractor will typically provide a price proposal in response to an RTOP. Contractors shall respond within the number of calendar days stated in the RTOP by submitting a proposal to IAP in accordance with requirements stated in the RTOP. Every Task Order Proposal must include the Task Order Number.

4.6.2. Proposal Pricing Schedules. IAP's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for -- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings, specifications, and other task order requirements. The contractor shall include in the prices for the items listed in the Pricing Schedule all costs for work in the specifications, whether or not specifically listed in the Pricing Schedule.

4.6.3. IAP's Administration Fee. The contractor must pay IAP a System Administrative and Access Fee as described in Article 2.1 of these general terms and conditions.

4.6.4. Deviations and Alternate Proposals. Contractor shall not deviate from the RTOP requirements or make alternate proposals. IAP reserves the right to reject any Task Order Proposal from any contractor that deviates from the RTOP or offers an alternate proposal.

4.6.5. If a contractor is awarded a Task Order for which the price is greater than $50,000.00, the contractor may be required to furnish payment and performance bonds. A Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds.

4.7. Award Decision

4.7.1. The basis of award of each Task Order will be provided to the contractor. That in the discretion of the Agency and/or registered Cooperative Purchasing Member, selection was based on the best interest of the Agency and/or registered Cooperative Purchasing Member as described in Article 1 of this RFQ.

4.8. Task Order Issuance

4.9.1. Orders will be issued via IAP's OTOS. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

4.9.2. Plans and Specifications. The project documents including, but not limited to, plans and specifications will be made available on IAP's OTOS.

ARTICLE 5 - GENERAL WAGE DECISIONS.

The Agency and/or registered Cooperative Purchasing Member will determine whether prevailing wage rates shall be required on a project by project basis, and if so, will provide the applicable website to obtain current prevailing wage rates. The contractor will be responsible for complying with any prevailing wage requirements.

ARTICLE 6 - EVALUATION OF CONTRACTOR PERFORMANCE.

6.1. IAP reserves the right to review the Contractor's performance upon completion of each Task Order. Interim evaluations may be prepared at any time during Contract performance when determined to be in the best interest of IAP, the Agency, or registered Cooperative Purchasing Member.

6.2. Contractors will be notified via IAP's OTOS to review and comment, if appropriate, on any performance evaluations.

ARTICLE 7 - BID BONDS.

7.1. For each Task Order Proposal that a contractor submits for which the price is greater than $50,000.00, the Task Order Proposal may be required to be accompanied by a bid guarantee instrument payable to IAP in the form of one of the following:

7.1.1. A Bond for the full amount of the Bid, including alternatives, with a corporate Surety approved by IAP. All bonds provided for this work shall be underwritten by a surety that is licensed in Ohio.

7.1.2. A certified check equal to 20 percent of the Task Order Proposal amount.

7.1.3. A cashier's check equal to 20 percent of the Task Order Proposal amount.

7.1. 4. An irrevocable letter of credit equal to 20 percent of the Task Order Proposal amount.

7.2. Within ten (10) days after award of a Task Order Proposal, the Guarantees from the non-awarded contractors will be returned or if a bid bond is submitted, destroyed.

ARTICLE 8 – EXTENUATING CONDITIONS.

8.1. Weather Conditions: Contractor should account for normal adverse weather conditions in their scheduling of the work. Each contractor shall be satisfied before submitting his offer as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

8.2. Transportation Facilities: Before submitting his offer, each contractor, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

8.3. Offeror must be aware of limitations on work that occurs in secured facilities. Offeror should confirm work hour limitations, lock-down possibilities and limitations of ingress and egress during certain work hours. Offeror is responsible for ensuring that these additional conditions are accounted for in their bids as change orders will not be accepted for these circumstances.

ARTICLE 9 - THE CONTRACT DOCUMENTS.

9.1 The Contract Documents consist of (1) this Contract; (2) the Contract between IAP and the State; (2) the RFQ; (3) the Contractor's response to the RFQ; (4) Modifications issued subsequent to the execution of the Contract between IAP and the State, whether before or after the execution of this Contract; (5) Modifications to this Contract issued after execution of this Contract; and (6) any Task Order executed between the Contractor and IAP. These form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

9.2 The Contract may be amended or modified only by a written modification signed by both parties. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the State and the Contractor, (2) between the agency involved in any potential project and the Contractor, or (3) between any persons or entities other than IAP and Contractor.

ARTICLE 10 - MUTUAL RIGHTS AND RESPONSIBILITIES.

IAP and Contractor shall be mutually bound by the terms of this Agreement, and IAP shall assume toward the Contractor all obligations and responsibilities that the State, under the Contract between IAP and the State, assumes toward IAP, and the Contractor shall assume toward IAP all obligations and responsibilities which IAP, under such documents, assumes toward the State. IAP shall have the benefit of all rights, remedies and redress against the Contractor that the State, under such documents, has against IAP, and the Contractor shall have the benefit of all rights, remedies and redress against IAP that IAP, under such documents, has against the State, insofar as applicable to this Contract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 11 - INDEPENDENT STATUS OF THE CONTRACTOR.

It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of IAP or the State. 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.

ARTICLE 12 - CLAIMS BY IAP.

12.1 Liquidated damages for delay, if provided for in the RTOP, shall be assessed against the Contractor only to the extent caused by the Contractor or any person or entity for whose acts the Contractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

12.2 IAP's claims for the costs of services or materials provided due to the Contractor's failure to execute the Work shall require

1. 24 hours written notice prior to IAP's providing services or materials, except in an emergency; and
2. Written compilations to the Contractor of services and materials provided by IAP and charges for such services and materials no later than the fifteenth day of the month following IAP's providing such services or materials.

12.3 If the Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from IAP to commence and continue correction of such default or neglect with diligence and promptness, IAP may, by appropriate Modification, and without prejudice to any other remedy IAP may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Contractor.

ARTICLE 13 - REMEDIES FOR NONPAYMENT.

IAP shall pay to the Contractor any amount due under this Contract within 30 days of payment to IAP from the Agency and/or registered Cooperative Purchasing Member for that portion of Contractor's work, but Contractor acknowledges that IAP's obligation to pay Contractor does not arise unless and until IAP is paid for that portion of Contractor's work.

RECEIPT OF PAYMENT BY IAP FROM THE AGENCY AND/OR REGISTERED COOPERATIVE PURCHASING MEMBER FOR WORK PERFORMED BY CONTRACTOR IS AN EXPRESS CONDITION PRECEDENT TO PAYMENT BY IAP TO CONTRACTOR FOR THAT WORK.

ARTICLE 14 - WARRANTY.

The Contractor and its subcontractors warrant to the Agency and/or registered Cooperative Purchasing Member and IAP that materials and equipment furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor and its

Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the State and IAP, the Contractor along with their Subcontractor's shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be issued by the applicable manufacturer or subcontractor, as specified. All written warranties shall be addressed and delivered to IAP as a condition precedent to Contractor's entitlement to Final Payment. At that time, Contractor shall also deliver to IAP a written "Contractor Warranty" representing to IAP that all labor, materials and/or services, all other components of the work shall be free of defect from the time of Substantial Completion for the Work and shall extend for one (1) year from the date of Substantial Completion for the Work and as warranties and guarantees on work, labor, equipment and materials, together with any other warranties or guarantees required by the Contract Documents. Nothing in this Contract shall operate to waive, release or compromise the statutory implied warranties, if any, of the Contractor for the Project, its subcontractors and suppliers to IAP. Notwithstanding the foregoing assignment, prior to final acceptance of the Project by IAP and/or the Agency and/or the registered Cooperative Purchasing Member, Contractor shall deliver to IAP a bound volume of all guarantees and warranties on Materials furnished by all manufacturers and Material Suppliers to Contractor and all his Subcontractors, with duly executed instruments properly assigning the guarantees and warranties to IAP. Contractor shall obtain from all manufacturers and Material Suppliers guarantees and warranties upon the best terms and longest periods obtainable.

The Contractor will indemnify and hold IAP harmless and defend IAP from and against any loss, damage or expense incurred as a result of a breach of any warranties. All warranties referenced in the Contract Documents shall survive the making of Final Payment to the Contractor. These warranties shall not operate to extinguish or compromise any claim for latent defects or other items of defective work which could not be discovered by IAP upon reasonable inspection; in such case the limitations period for latent defects shall run from the date of discovery in accordance with Ohio law.

Contractor warrants that it shall, within forty-eight (48) hours of notice (verbal or written), diligently and continuously pursue any necessary warranty repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract Documents. Contractor shall restore both surface, subsurface and both collateral and primary conditions disturbed the performance by Contractor during warranty work to their prior pre-warranty work condition.

The guarantees and warranties contained herein shall not be construed to modify or limit, in any way, any rights or actions which IAP may otherwise have against the Contractor by law or statute or in equity.

ARTICLE 15 - INDEMNITY.

15.1 To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify and hold harmless the State, any Agency, registered Cooperative Purchasing Member, IAP, and Officers, agents, employees, successors, and assigns of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

15.2 In claims against any person or entity indemnified under this Article by an employee of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 16 - LIMITATION OF LIABILITY.

IAP and Contractor waive claims against each other for consequential damages arising out of or relating to this Contract, including without limitation, any consequential damages due to either party's termination in accordance with Article 20.

ARTICLE 17 - INSURANCE.

Unless otherwise provided in any specific RTOP at IAP's discretion, the Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

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

2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate IAP and the State of Ohio as additional insureds, as their interests may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Per Occurrence Limit

$1,000,000 Personal and Advertising Injury Limit

$100,000 Fire Legal Liability

$10,000 Medical Payments

The policy shall also be endorsed to provide IAP and the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

The Contractor shall provide IAP with copies of all policies and endorsements with any bid and shall provide certificates of insurance prior to commencing any work on any project.

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

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

ARTICLE 18 - CONTRACTOR.

18.1 Execution and Progress of the Work

18.1.1 For all Work the Contractor intends to subcontract, the Contractor shall enter into written agreements with subcontractors performing portions of the Work of this Contract by which the Contractor and the subcontractor are mutually bound, to the extent of the Work to be performed by the subcontractor, assuming toward each other all obligations and responsibilities that IAP and Contractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that IAP and Contractor have by virtue of the provisions of this Agreement.

18.1.2 The Contractor shall supervise and direct the subcontractor's Work, and shall coordinate with IAP in scheduling and performing the subcontractor's Work to avoid conflict, delay in or interference with the Work of IAP, the Contractor, other subcontractors, the State, or separate contractors.

18.1.3 The Contractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with

reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of IAP or other subcontractors.

18.1.4 The Contractor shall furnish to IAP weekly progress reports on the Work of this Contract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

18.1.5 The Contractor agrees that IAP and the State and its agents and/or registered Cooperative Purchasing Members each have the authority to reject Work of the Contractor that does not conform to the Contract between IAP and the State. The State and its agents' and/or registered Cooperative Purchasing Members decisions on matters relating to aesthetic effect shall be final and binding on the Contractor if consistent with the intent expressed in the Contract between IAP and the State.

18.1.6 The Contractor shall pay for all materials, equipment and labor used in connection with the performance of this Contract through the period covered by previous payments received from IAP, and shall furnish satisfactory evidence such as lien waivers, payment receipts, etc. when payment is requested by IAP, to verify compliance with the above requirements.

18.1.7 The Contractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

18.1.8 The Contractor shall cooperate with IAP, other subcontractors, the State, and separate contractors whose work might interfere with the Contractor's Work. The Contractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Contract between IAP and the State, specifically noting and advising IAP of potential conflicts between the Work of the Contractor and that of IAP, other subcontractors, the State, or separate contractors.

18.1.9 Normal work days and hours, unless otherwise provided in an RTOP, shall be Monday through Friday from 7 a.m. to 4 p.m., except State holidays.

18.2 Permits, Fees, Notices, and Compliance with Laws

18.2.1 The Contractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Contract. Within the Contract Price, the Contractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Contractor's Work, the furnishing of which is required of IAP by the Contract between IAP and the State.

18.2.2 The Contractor shall comply with Federal, state and local laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

18.3 Safety Precautions and Procedures

18.3.1 The Contractor shall take all necessary safety precautions in accordance with OSHA standards and general construction principles with respect to performance of this Contract, shall comply with safety measures initiated by IAP and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Contract between IAP and the State. The Contractor shall report to IAP within 24 hours any injury to an employee or agent of the Contractor which occurred at the site. If the injury is severe or life threatening, the Contractor shall report the incident immediately to IAP.

18.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, the Contractor's subcontractors or anyone directly or indirectly employed by them, the Contractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to IAP in sufficient detail and time to permit compliance with such laws by IAP, other subcontractors and other employers on the site. No hazardous materials will be used on site without prior written approval by IAP.

18.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to IAP in writing. When the material or substance has been rendered harmless, the Contractor's Work in the affected area shall resume upon written agreement of IAP and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

18.3.4 To the fullest extent permitted by law, IAP shall indemnify and hold harmless the Contractor, the Contractor's subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

18.3.5 The Contractor shall indemnify IAP for the cost and expense IAP incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Contractor or (2) where the Contractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to IAP's fault or negligence.

18.4 Cleaning Up

18.4.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Contract. **The Contractor shall be held responsible for conditions caused by their agents, employees, affiliates or subcontractors.**

18.4.2 As provided under Section 18.4.1, if the Contractor fails to clean up as provided in the Contract Documents, IAP may charge the Contractor for the Contractor's appropriate share of cleanup costs.

ARTICLE 19 - CHANGES IN THE WORK.

19.1 The Agency and/or registered Cooperative Purchasing Member may make changes in the Work by issuing Modifications to the Contract between IAP and the State. Upon receipt of such a Modification issued subsequent to the execution of the Contract Agreement, IAP shall promptly notify the Contractor of the Modification. Unless otherwise directed by IAP, the Contractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Contract between IAP and the State.

19.2 The Contractor may be ordered in writing by IAP, without invalidating this Contract, to make changes in the Work within the general scope of this Contract consisting of additions, deletions or other revisions, including those required by Modifications to the Contract between IAP and the State issued subsequent to the execution of this Agreement, the Contract Sum and the Contract Time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to IAP written copies of a claim for adjustment to the Contract Sum and Contract Time for such revised Work in a manner consistent with requirements of the Contract Documents.

19.3 The Contractor shall make all claims promptly to IAP for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents. A claim which will affect or become part of a claim which IAP is required to make under the Contract between IAP and the State within a specified time period or in a specified manner shall be made in sufficient time to permit IAP to satisfy the requirements of the Contract between IAP and the State. Such claims shall be received by IAP not less than two working days preceding the time by which IAP's claim must be made. Failure of the Contractor to make such a timely claim shall bind the Contractor to the same consequences

as those to which IAP is bound. Course of conduct shall not constitute a waiver of this provision or otherwise affect the requirements of this Contract.

19.4 The Contractor shall give IAP written notice of any claim within seven (7) days after the occurrence giving rise to the claim or within seven (7) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Task Order Price or the Task Order Time resulting from such claim shall be authorized by Change Order. The failure of Contractor to give the required notice shall constitute a waiver of any claim for additional time or compensation associated with that change.

ARTICLE 20 - DISPUTE RESOLUTION PROCEDURE

20.1. If either IAP or the contractor seeks to assert a claim against the other for an equitable adjustment to a Task Order, the claiming party complete each of the three steps below in order as express conditions precedent to asserting any claim under this Article.

20.1.1 On-site Project Manager Negotiation. If a dispute arises, the claiming party shall serve written notice upon the other party of an intent to bring a claim and a request for a meeting on site, or at any other mutually agreeable location, between the designated project manager for the contractor and IAP's designated project manager. Those parties shall conduct such a meeting and attempt to resolve the dispute within 30 days of the notice. If the meeting between the designated project managers does not take place within 30 days of the written notice, the party seeking to assert the claim may proceed to the next step of the dispute resolution procedure as set forth in Article 20.1.2.

20.1.2 Company Manager Negotiation. If the designated project managers are unable to resolve the dispute, the claiming party shall serve a written request for a meeting on site, or at any other mutually agreeable location, between the designated company executive for the Contractor and IAP's designated company executive. If the meeting between the designated company executives does not take place within 30 days of the written request, the party seeking to assert the claim may proceed to the next step of the dispute resolution procedure as set forth in Article 20.1.3.

20.1.3 Mediation. If the processes under Article 20.1.1 and 20.1.2 do not successfully resolve the dispute, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Contract and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Franklin County, Ohio, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

20.2 Litigation. If mediation does not successfully resolve the dispute, or the parties are not able to schedule the mediation within 90 days of the request for mediation, the claiming party shall be entitled, upon the unsuccessful completion of such mediation, to initiate claims against the other party in any court of competent jurisdiction in Franklin County, Ohio.

ARTICLE 21 – SUSPENSION AND TERMINATION.

21.1 Termination by the Contractor

The Contractor may terminate the Contract for the same reasons and under the same circumstances and procedures with respect to IAP as IAP may terminate with respect to the State under the Contract between IAP and the State, or for nonpayment of amounts due under this Contract for 60 days or longer. In the event of such termination by the Contractor for any reason which is not the fault of the Contractor, subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Contractor, the Contractor shall be entitled to recover from IAP payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

21.2 Termination by IAP

21.2.1 If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents, otherwise fails to perform in accordance with this Contract, or fails to maintain the qualifications that supported IAP's award of pre-qualified contractor status to contractor, and fails within a 72-hour period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, IAP may, by written notice to the Contractor and without prejudice to any other remedy IAP may have, terminate the Contract and finish the Contractor's Work by whatever method IAP may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Contractor's Work and other damages incurred by IAP and not expressly waived, such excess shall be paid to the Contractor. If such expense and damages exceed such unpaid balance, the Contractor shall pay the difference to IAP.

21.2.2 If the State terminates the Contract between IAP and the State for the State's convenience, IAP shall promptly deliver written notice to the Contractor.

21.2.3 Upon receipt of written notice of termination, the Contractor shall

.1 cease operations as directed by IAP in the notice;

.2 take actions necessary, or that IAP may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

21.2.4 In case of such termination for the State's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

21.2.5 IAP may terminate this Contractor's pre-qualified contractor status if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. IAP may also terminate this Contractor's pre-qualified contractor status if the Contractor violates any law or regulation in bidding on or performing any project, or if it appears to IAP that the Contractor's performance is substantially endangered through no fault of IAP's. In any such case, the termination will be for cause, and IAP's rights and remedies will be those identified herein for termination for cause.

21.3 Suspension or Termination by IAP for Convenience

21.3.1 IAP may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work of this Contract in whole or in part for such period of time as IAP may determine. In the event of suspension ordered by IAP, the Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum.

21.3.2 IAP may terminate this contract or any Task Order at any time for any reason by giving at least five (5) days notice in writing to the Contractor. If the contract is terminated by IAP as provided herein, the Contractor will be paid a fair payment as negotiated with the IAP for the work actually completed on any Task Order as of the date of termination.

21.3.3 An adjustment shall be made for increases in the Contract Time and Contract Sum, including profit on the increased cost of performance, caused by suspension, termination, delay or interruption. No adjustment shall be made to the extent that

.1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 an equitable adjustment is made or denied under another provision of this Subcontract.

ARTICLE 22 - THE WORK OF THIS CONTRACT.

The Contractor shall execute the portion of the Work described in the RTOP, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 23 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

23.1 Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work described in the Contract Documents. The Contractor's date of commencement is the date from which the Contract Time is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by IAP.

23.2 Unless the date of commencement is established by a notice to proceed issued by IAP, the Contractor shall notify IAP in writing not less than five days before commencing the Contractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

23.3 The Work of this Contract shall be substantially completed not later than the date included in the Task Order as the Date of Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents. IAP reserves the right to include liquidated damages provisions within each individual Task Order as it determines necessary.

23.4 With respect to the obligations of both IAP and the Contractor, time is of the essence of this Contract.

23.5 No extension of time will be valid without IAP's written consent after claim made by the Contractor in accordance with this Contract.

ARTICLE 24 - TASK ORDER SUM.

IAP shall pay the Contractor in current funds for performance of each Task Order the Task Order Sum shown on that Task Order and subject to the terms of this Contract. IAP will deduct the 6% System Administration and Access Fee from the Contractors payment amount prior to issuing a check to the Contractor in accordance with this Contract.

ARTICLE 25 - PROGRESS PAYMENTS

25.1 Upon issuance of each Task Order, Contractor shall work with IAP and any other contractor on the project to develop a mutually agreeable project schedule. The project schedule shall include monthly milestones for each contractor that shall serve as the basis

for monthly progress payments. If the contractors and IAP are unable to develop a mutually agreeable schedule, IAP reserves the right to prepare a project schedule and furnish it to all contractors on the project.

25.2 Based upon applications for payment submitted to IAP by the Contractor, corresponding to applications for payment submitted by IAP to the Agency and/or registered Cooperative Purchasing Member, and payment made to IAP by the Agency and/or registered Cooperative Purchasing Member, IAP shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. IAP will deduct the 6% System Administration and Access Fee from the Contractors payment amount prior to issuing a check to the Contractor in accordance with this Contract.

25.3 The applications for payment shall be based upon contractor's completion of the monthly milestones on the project schedule. Contractor shall only be entitled to make application for payment for milestones completed.

25.4 Provided an application for payment is received by IAP not later than the 20th day of a month, IAP shall include the Contractor's Work covered by that application in the next application for payment which IAP is entitled to submit to the Agency and/or registered Cooperative Purchasing Member. IAP shall pay the Contractor each progress payment within 30 days of payment to IAP from the Agency and/or registered Cooperative Purchasing Member for that portion of Contractor's work, but Contractor acknowledges that IAP's obligation to pay Contractor does not arise unless and until IAP is paid for that portion of Contractor's work.

RECEIPT OF PAYMENT BY IAP FROM THE AGENCY AND/OR REGISTERED COOPERATIVE PURCHASING MEMBER FOR WORK PERFORMED BY CONTRACTOR IS AN EXPRESS CONDITION PRECEDENT TO PAYMENT BY IAP TO CONTRACTOR FOR THAT WORK."

25.5 If the Contractor's application for payment is received by IAP after the application date fixed above, the Contractor's Work covered by it shall be included by IAP in the next application for payment submitted to the Agency and/or registered Cooperative Purchasing Member.

25.6 Applications for payment submitted by the Contractor shall indicate the monthly milestones completed as of the end of the period covered by the application for payment.

25.7 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

> 25.7.1 Take the amount allocated to each completed milestone, less the percentage actually retained, if any, from payments to IAP on account of the Work of the Contractor. Pending final determination of cost to IAP of changes in the Work that have been properly authorized by IAP, amounts not in dispute shall be included to

the same extent provided in the Contract between IAP and the Agency and/or registered Cooperative Purchasing Member, even though the Contract Sum has not yet been adjusted;

25.7.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Contractor for subsequent incorporation in the Contractor's Work or, if approved by IAP, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Contract between IAP and the Agency and/or registered Cooperative Purchasing Member to be applied to such materials and equipment in IAP's application for payment;

25.7.3 Subtract the aggregate of previous payments made by IAP; and

25.7.4 Subtract amounts, if any, related to Work of the Contractor for which the Agency and/or registered Cooperative Purchasing Member or IAP has withheld or nullified, in whole or in part, payment for a cause that is the fault of the Contractor.

25.8 Upon the partial or entire disapproval by IAP of the Contractor's application for payment, IAP shall provide written notice to the Contractor. When the basis for the disapproval has been remedied, the Contractor shall be paid the amounts withheld.

ARTICLE 26 SUBSTANTIAL COMPLETION

When the Contractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Contract between IAP and the State, IAP shall, upon application by the Contractor, make prompt application for payment for such Work. Within 30 days following payment by the State covering such substantially completed Work, IAP shall, to the full extent allowed in the Contract between IAP and the State, make payment to the Contractor, deducting any portion of the funds for the Contractor's Work withheld in accordance with the State's payment to cover costs of items to be completed or corrected by the Contractor. Such payment to the Contractor shall be the entire unpaid balance of the Contract Sum, less amounts due IAP for the System Administration and Access Fee as described above, if a full release of retainage is allowed under the Contract between IAP and the Agency and registered Cooperative Purchasing Member for the Contractor's Work prior to the completion of the entire Project. If the Contract between IAP and the Agency does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Contractor, will reduce the retainage on the Contractor's substantially completed Work to the same percentage of retainage as that on IAP's Work covered by the payment.

ARTICLE 27 - TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

27.1. Unless specified otherwise in a task order, this paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for IAP to award a time extension under this clause, the following conditions must be satisfied:

27.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

27.1.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

27.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

27.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

27.2. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described above, IAP will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

ARTICLE 28 - 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 will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken 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.

ARTICLE 29 FINAL PAYMENT.

29.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less amounts due IAP for the System Administrative and Access Fee as described above, shall be made by IAP to the Contractor when the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents, the State has issued payment covering the Contractor's completed Work and IAP has received payment from the State. If, for any cause which is not the fault of the Contractor, payment is not issued or IAP does not receive timely payment or does not pay the Contractor within seven days after receipt of payment from the State, final payment to the Contractor shall be made upon demand.

29.2 Before issuance of the final payment, the Contractor, if required, shall submit evidence satisfactory to IAP that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

ARTICLE 30 - EMPLOYMENT TAXES.

Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (altogether with any interest and penalties not disputed with the appropriate taxing authority).

ARTICLE 31 - 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 Project, such will be the sole and exclusive responsibility of the Contractor. 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 at a later time.

ARTICLE 32 - NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS.

The State requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The State does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. IAP will be required to submit such information to the State on behalf of its contractors. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit to IAP and IAP submits to the State is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a

Federal Taxpayer Identification Number, the Department and IAP encourage you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ARTICLE 33 - ENTIRE DOCUMENT.

This Contract and all documents incorporated herein are the entire agreement between the parties with respect to the subject matter and supersede any previous statements or agreements, whether oral or written.

ARTICLE 34 - BINDING EFFECT.

This Contract will be binding upon and inure to the benefit of the respective successors and assigns of IAP and the Contractor.

ARTICLE 35 - 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 any time 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. Either party may at any later time demand strict performance.

ARTICLE 36 – 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.

ARTICLE 37 - CONSTRUCTION.

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

ARTICLE 38 - HEADINGS.

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

ARTICLE 39 - 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.

ARTICLE 40 - CONTINUING OBLIGATIONS.

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

ARTICLE 41 - GOVERNING LAW.

This Contract shall be deemed to have been made and to be performed, and shall be interpreted, construed, and enforced, in accordance with the laws of the State of Ohio.

ARTICLE 42 - BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

42.1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to IAP and ultimately paid to the Contractor for services the Contractor performs outside of the United States for which it did not receive a waiver.

The Offeror must complete, sign, and include the Standard Affirmation and Disclosure Form to abide with Executive Order 2011-12K affirming no services of the Offeror or its subcontractors under this Contract will be performed outside the United States (See Attachment Nine). During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

42.2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. IAP is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to IAP all funds paid for those services. IAP may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

IAP may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. IAP may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

IAP, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 10 business days. During the cure period, IAP may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding IAP permitting a period of time to cure the breach or the Contractor's cure of the breach, IAP does not waive any of its rights and remedies provided IAP in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, or costs associated with corrective action.

ATTACHMENT THREE

CONTRACT

This Contract, which results from RFQ _____, entitled _____, is between IAP Government Services Group ("IAP") and

_____

(the "Contractor").

If this RFQ results in a Contract award, the Contract will consist of this RFQ including all attachments, written addenda to this RFQ, the Contractor's Qualifications Statement, and written, authorized addenda to the Contractor's Qualifications Statement, and any future Task Order issued by IAP to the Contractor. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract.

The form of the Contract is this one (1) page attachment to the RFQ, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFQ. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFQ, as amended;

2. The documents and materials incorporated by reference in the RFQ;

3. The Contractor's Qualifications Statement, as amended, clarified, and accepted by the State;

4. The documents and materials incorporated by reference in the Contractor's Qualifications Statement; and

5. The Task Order.

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

SIGNATURES ON FOLLOWING PAGE ARE INCORPORATED INTO THIS DOCUMENT

This Contract has an effective date of _____.

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

_____	IAP Government Services Group
(Contractor)	
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Date)	(Date)

ATTACHMENT FOUR

Offeror Profile Summary

Offeror's Legal Name:		Address:
Phone Number:	Fax Number:	Email Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:

Additional Background Information:

ATTACHMENT FIVE

CHART FOR REGIONS AND TRADES

Place an X in the appropriate boxes for which pre-qualification is sought

Service Category	Region 1	Region 2	Region 3	Region 4	Region 5
General Contractors					
Landscaping					
Roofing					
Paving/ Concrete/ Masonry					
Electrical (general lighting and security)					
Mechanical					
HVAC					
Plumbing					
Fire Safety					
Demolition					
Carpentry (rough and finish)					
Drywall					
Painting (interior and exterior)					
Carpet/Flooring					
Doors/Windows					
Emergency Generators					
Elevators					

OFFERORS NAME_____

ATTACHMENT SIX

OFFEROR REFERENCE FORM

Three (3) professional references who have received services from the Offeror in the past three (3) years:

Company Name:	Contact Name:	
Address:	Phone Number: Email Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)

Description of project size, complexity, and the Offeror's role in this project:

ATTACHMENT SEVEN A

PAST PERFORMANCE TEMPLATE EXAMPLE

Your Firm's Name:			
Name of Project:			
Location of Project:			
Square Footage:			
General Scope of Project:			
Relevancy Factors:	•		
Role and work your company self-performed:			
Construction Costs:			
At Award:		**Final Cost:**	
Award Date:			
Scheduled Completion:		**Actual Completion:**	
Reason for the cost growth:			
Extent and type of work you subcontracted out:			
Owner's Point of Contact:			
Name:		**Company:**	
Telephone Number:			
Performance Evaluation:			

ATTACHMENT SEVEN B

OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past five (5) years or as many years as available if the Offeror has not been in existence for five (5) years. Please indicate yes or no in each column.

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

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

ATTACHMENT EIGHT

ONLINE TASK ORDER SYSTEM AGREEMENT

1. BACKGROUND.

Pursuant to the terms of this RFQ, pre-qualified contractors ("Contractors") acknowledge that they are obligated to use and comply with all terms and conditions regarding the online task order system that IAP Government Services Group ("IAP") will be using to administer this Contract. In order to implement that online task order system, IAP has contracted with a third-party provider ("third-party provider"), and IAP is a licensed user of software custom tailored by Third-party provider for IAP and all Contractors' use while IAP serves as the Third-Party Administrator ("TPA") for Facility Maintenance, Repair and Minor Construction Projects (the "Software"). In order to receive access to the Software for its own and its Contractors use, IAP entered into an Access Agreement with Third-party provider (the "Access Agreement"). Contractors shall be required to use the Software and to comply with the terms of the Contract and this Online Task Order System Agreement. Contractors shall be "Authorized Users" of the Software for the duration of the Contract.

2. MUTUAL RIGHTS AND RESPONSIBILITIES.

IAP and Contractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the Access Agreement apply to this Agreement and to the relationship between IAP and the Contractor, IAP shall assume toward the Contractor all obligations and responsibilities that the third-party provider, under the Access Agreement, assumes toward IAP, and the Contractor shall assume toward IAP all and responsibilities which IAP, under the Access Agreement, assumes toward Third-party provider. IAP shall have the benefit of all rights, remedies and redress against the Contractor that Third-party provider, under the Access Agreement, has against IAP, and the Contractor shall have the benefit of all rights, remedies and redress against IAP that IAP, under the Access Agreement, has against Third-party provider, insofar as applicable to this Agreement.

SIGNATURES ON FOLLOWING PAGE ARE INCORPORATED INTO THIS DOCUMENT

This Agreement has an effective date of _____.

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

_____	IAP Government Services Group
(Contractor)	
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Date)	(Date)

ATTACHMENT NINE

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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

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

1. Principal location of business of Contractor:

_____ _____

(Address) (City, State, Zip)

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

_____ _____

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

_____ _____

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

2. Location where services will be performed by Contractor:

_____ _____

(Address) (City, State, Zip)

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

_____ _____

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

_____ _____

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

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

_____

(Address, City, State, Zip)

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

_____ _____

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

_____ _____

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

_____ _____

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

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____

Contractor

Print Name: _____

Title: _____

Date: _____