Request for Qualifications
Issued by:
The Ohio Department of Commerce
Division of State Fire Marshal
Issue Date: 09/22/2014
Closed Date: 09/30/2014

Subject of RFQ: Responsible Party Search - Fiscal Year 2015
RFQ Number: COM2014-SFM008

The Ohio Department of Commerce, Division of State Fire Marshal (SFM), and Bureau of Underground Storage Tanks Regulation (BUSTR) are requesting proposals for a **State of Ohio certified MBE vendor** that will perform responsible party search services.

Background

The Bureau of Underground Storage Tanks Regulation (BUSTR) regulates the safe operation of underground storage tanks (USTs) and supervises appropriate investigation and cleanup of suspected releases from such tanks to protect human health and preserve the environment for the citizens of Ohio. BUSTR leadership and staff conduct inspections, educate UST owners and operators, and enforce state laws that are consistent with federal regulations and guidelines.

Under statutory authority granted to the State Fire Marshal (ORC3737.88), BUSTR has the responsibility for implementation of the underground storage tank program and corrective action program for releases from petroleum underground storage tanks established by the "Resource Conservation and Recovery Act of 1976".

Purpose

This request is for service(s) to assist BUSTR with the identification of UST owners and UST operators that are responsible for the identification, investigation, and cleanup of releases from regulated petroleum underground storage tanks. The terms "Owner" and "Operator" defined in ORC 3737.87(H) and ORC 3737.87(G), respectively. BUSTR currently has approximately 650 petroleum underground storage tank releases site properties for which a responsible party search needs to be performed to determine those parties that meet the definitions of "Owner(s)" or "Operator(s)" and are therefore responsible for identifying, assessing, and cleaning up a petroleum release. The location of the petroleum underground storage tank sites range throughout the State of Ohio. These have been dated as far in the past as 1950 and as recent as this year.

Scope of Work

BUSTR is seeking a State of Ohio certified MBE vendor that has the ability, experience, and knowledge to identify those entities that are responsible, in accordance with ORC 3737.87(G) and (H), for the identification, investigation and cleanup of petroleum releases from SFM/BUSTR-regulated underground storage tanks. Activities that are required to make these determinations include but are not limited to, researching county recorder and county auditor records, interviewing current and past property owners and lessees, interviewing government and private entities, researching phone directories, performing library research, researching corporation statuses, searching death records, researching Sanborn maps, and working with the Department of Commerce legal office.

The selected contractor(s) will be responsible for providing information on an agency-prescribed report form that will be used to identify an "Owner" or "Operator" as defined in ORC 3737.87(H) and (G). Contractor activities will include but are not limited to researching county auditor and recorder offices for title information as well as researching historical information from libraries, fire department records, and performing interviews to help establish the last use date and ownership/operation of USTs.

Timeline

Project is to commence after the execution of the contract with an end date of June 30, 2015.

Required Experience

BUSTR is seeking a contractor that meets the following qualifications:

- Contractor must be a certified MBE vendor with the Ohio Department of Administrative Service, Equal Opportunity Division, and have a current certification on file. http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx

- Contractor shall have expert knowledge in researching and performing title searches using the various systems currently adopted by the 88 county auditor and recorder offices.

- Contractor shall have experience to research records such as Sanborn maps, deed and/or title searches, fire department records, corporation filings, death records, telephone directories, etc.

- Contractor shall have experience and knowledge in interviewing and documenting facts involving research and investigations.

- Contractor shall have previous experience working with government agencies in providing investigative services.

Cost Summary

Deliverable	Description of Work	Proposed Location/Cost
Monthly Status Report	Contractor will complete a summary sheet and/or checklist created by the bureau summarizing all activities and hours spent working on the case file.	Cost per case file has been pre-determined. Contractor will select region. **Northern Region** - $1,000 per case file completion. **Southern Region** - $1,000 per case file completion. Region Map – Page 7
Monthly Status Meetings	Contractor will meet with the bureau either by telephone conference, email, and/or by a location specified by the bureau for meetings.	
Submission of Documentation	Contractor submission of case file should include but not limited to deed, title searches, leases, fire records, death records, interview transcripts, directories, and libraries.	

Please note – Contractor may provide a response to more than one region.

General Instructions

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

A. Cover Letter and Executive Summary – The cover letter shall be in the form of a standard business letter and signed by an individual authorized to legally bind the contractor. The cover letter shall provide a summary of the contractor's services along with the name, telephone number, federal tax identification number, State of Ohio MBE certification letter, and business address.

B. Contractor Background and Experience – This section shall be a narrative describing the manner and means by which the contractor will provide the following:
   - **a.** Contractor(s) has the ability to support the requirements set forth in the required experience.
   - **b.** Contractor's history, size, and length of time in business.
   - **c.** Requirements set forth in the Scope of Work.
   - **d.** Narrative of how the contractor will fulfill all the duties and other conditions for the services sought not otherwise provided for in the proposal.
   - **e.** Narrative of previous experience working with government agencies in providing investigative services and references.

C. Contractor Proposed Location – Contractor(s) has specified region of choice and the ability to perform deliverables required in the scope of work (region map provided on pages 7 of the RFP).

D. Proposal Submission Deadlines and Restrictions – All proposals should be submitted by 5:00 pm on **09/30/ 2014**. The Department of Commerce will not respond to any inquiries made after this time.

The Department of Commerce may reject any proposals or unsolicited proposal amendments that are received after the deadline. The Department may reject proposals regardless of the cause for the delay.

Completed proposals should be submitted electronically in a current PDF format to:

Contract Administrator:	Joy McKee
Phone Number:	(614) 644-2005
Email Address:	Joy.McKee@com.ohio.gov

Please note – any questions and/or inquiries related to this request should be submitted through the State Procurement Portal. The Ohio Department of Commerce will not be responding to any inquiries made via phone and/or email.

Evaluation of Proposals
The evaluation of proposals will be completed in a two-step process.

STEP 1: The Department of Commerce will confirm that contractors and proposals have met the minimum required qualifications and proposal format.

STEP 2: Of the proposals meeting the minimum requirements, the contractor (s) will be evaluated by the evaluation team based on the following criteria:

Deliverable	Description	Weight -
Experience & Qualifications	Contractor(s) must be a certified MBE vendor with the Ohio Department of Administrative Service, Equal Opportunity Division and shall have a current certification on file. Contractor(s) meet all requirements listed under "Required Experience" on page 2 of the RFP.	40%
Responsibility	Contractor(s) has previous experience working with government agencies providing investigative services and has the ability to provide references.	30%
Responsiveness	Contractor(s) has provided a response for all deliverables listed under the "General Instructions".	20%
Location	Contractor(s) has specified region of choice and the ability to perform deliverables required in the scope of work (region map provided on pages 7 of the RFP).	10%

Please note – The division may choose to award the contract to multiple contractors based upon the criteria stated above.

Standard Terms and Conditions
By submitting a bid to the Ohio Department of Commerce ("Commerce"), each Contractors agreeing to the following terms and conditions. Nothing herein guarantees that the Vendor's bid or proposal will be accepted by Commerce. Nothing provided by Contractor and/or Commerce shall amend, modify, or rescind the following terms and conditions.

Bids and Proposals are Firm for 90 days. Unless stated otherwise, once opened all bids or proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, Contractor will have the option to honor its bid or proposal or make a written request to withdraw its bid or proposal from consideration.

Secretary of State. The contractor is properly registered with the Ohio Secretary of State pursuant to Ohio Revised Code §§ 1703.01 to 1703.31 as applicable.

Bids and Proposals are Public Record. After a bid or proposal is opened, it is a public record as defined in Ohio Revised Code §149.43 and therefore, a Contractor should not include trade secret or proprietary information in its bid or proposal.

OBM Certification of Funds. All purchases for goods or services by Commerce are contingent upon approval by OBM that all statutory provisions under Ohio Revised Code §126.07 have been met and that the Controlling Board has approved the purchase or service when applicable.

Non-appropriation. Commerce's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligation due by Commerce, then Commerce will be released from its obligations on the date the funding expires.

The current General Assembly cannot commit a future General Assembly to expenditure. Any agreement between the Contractor and Commerce will expire at the end of the next biennium if not sooner by agreement of the parties.

Taxes. Commerce is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. Commerce does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

Payments, Invoices and Interest. Any payments will be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice by Commerce's Fiscal Office, or (2) the date the Deliverable(s) is/are accepted in accordance with the terms of the purchase. The date of the warrant issued in payment will be considered the date payment is made. Section 126.30 of the Ohio Revised Code may be applicable and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

Insurance. The State of Ohio is self-insured.

Ohio Election Law. Contractor affirms that it is compliant with Section 3517.13 of the Ohio Revised Code.

Ohio Ethics Law. Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Drug-Free Workplace. Contractor agrees to comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Contractor will make a good faith effort to ensure that all Vendor's employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. Contractor agrees that it complies with the requirements of Section 125.111 of the Ohio Revised Code and that it will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices.

Workers' Compensation. Contractor shall provide its own workers' compensation coverage for the entire duration of all work performed. Commerce is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities for Commerce.

Prohibiting the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read, understands Executive Order-12 K, and shall abide by those requirements in the performance of any work for Commerce. Commerce 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. The State does not waive any other rights and remedies provided herein.

State Audit Findings. Contractor affirmatively represents to Commerce that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, any Agreement between Contractor and Commerce shall be void *ab initio* and any funds paid by Commerce hereunder shall be immediately repaid to Commerce, or an action for recovery may be immediately commenced by Commerce for recovery of said funds.

Indemnification, Hold Harmless, Attorney's Fees and Representation. Any provisions requiring Commerce to indemnify, hold harmless or pay attorney's fees to Vendor, do not meet the requirements of state law and shall be considered stricken from any agreement made between the parties.. Any requirement that Contractor defend a lawsuit where Commerce has been named as a party is subject to Section 109.02 of the Ohio Revised Code.

Termination. Any agreement may be terminated by the unilateral action of the State by giving 30 days written notice to the Contractor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated.

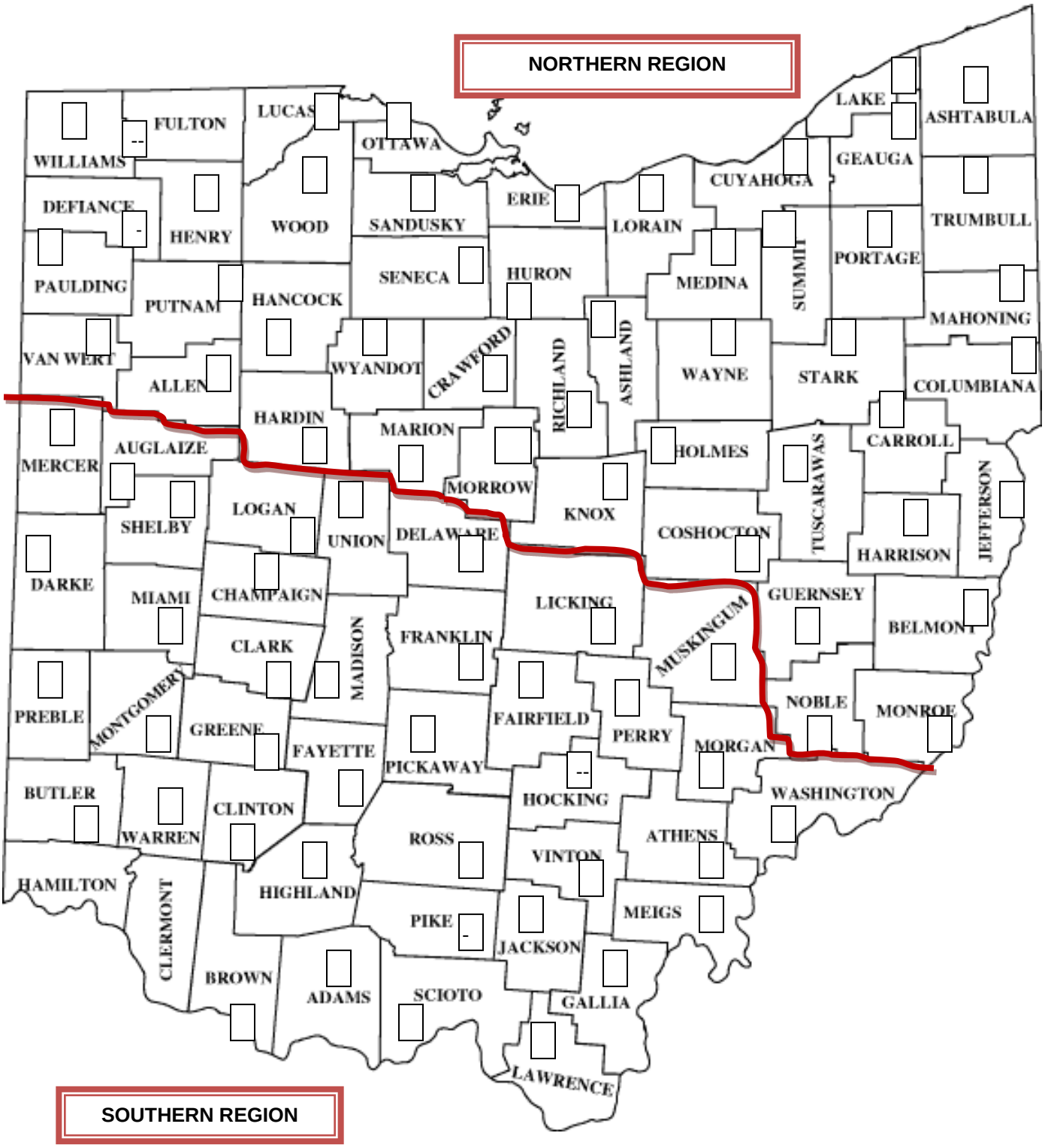
Governing Law. This purchase shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that Commerce is a party to any litigation arising out of, or relating in any way to, this purchase or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

Warranties. Any provision disclaiming all express and implied warranties has no effect on the Vendor's duty to perform work in a workmanlike manner and does not disclaim the warranties provide in any maintenance agreements.

Assignment/Delegation. Contractor will not assign any of its rights nor delegate any of its duties without the written consent of Commerce.

Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential or contains confidential information during its performance of work for Commerce. The Contractor may not disclose any information obtained as a result of its work for Commerce without Commerce's written permission. The Contractor must assume that that all state information, documents, data, records or other material is confidential unless the information is considered a public record under Ohio Revised Code § 149.43. Contractor is advised to check with Commerce before disclosing any information. The Contractor also agrees to abide by the provisions in Ohio Revised Code § 1347.15 and Ohio Administrative Code §1301-1-03.

Product Recall. Contractor agrees to notify Commerce if a product purchased by Commerce has been recalled.

Publicity. Contractor will not advertise that it is doing business with Commerce as a marketing or sales tool without the prior written consent of Commerce.

Fall 2014 - BUSTR RP Search Regions