

**Request for Proposal**  
**Issued by:**  
**The Ohio Department of Commerce**  
**Division of State Fire Marshal**  
**Issue Date:** 03/17/2015  
**Closed Date:** 03/31/2015  
**Ohio Fire Academy Classroom Media Suite Upgrade**  
**RFP Number:** COM2015-SFM001

**I. Purpose**

The Ohio Department of Commerce (ODOC) on behalf of the Division of the State Fire Marshal (SFM) Ohio Fire Academy (OFA) is seeking vendors (with active state term contracts) to submit a response to this Request for Proposal (RFP) for the design and installation of a modern, integrated classroom media suite (computer, cameras, projection units, speakers and other media equipment) for the training facilities located in Reynoldsburg, Ohio. The intent is to modernize the training classrooms with a media suite that brings OFA up to par with the best standard in training facilities in a cost effective way.

**II. Background**

OFA provides training to firefighters and emergency responders through diverse, accredited courses on campus and through the Direct Delivery Program.

Since opening its doors in 1978, more than 400,000 students have been trained on OFA's campus located in Reynoldsburg, a suburb of Columbus. OFA is housed on 10 acres within the 90 acres of the State Fire Marshall property and is comprised of four main structures: the Burn Building, Lab Building, Apparatus/Equipment Building, Tower, and Search & Rescue Complex, along with the SFM's main office building housing the administrative office, classroom facilities and residential quarters.

OFA provides a variety of training programs from initial state certification, certificate based training and programs from the National Fire Academy. An extensive compliment of equipment, recognized as some of the finest in the country, is available for the students who attend the Academy.

Since the creation of OFA in the late 1970's, the classrooms have not had a complete ensemble of integrated audio/visual equipment. Each classroom has its own group of various devices, networked independently with various levels of sophistication. To remain effective and on par with other similar training centers and academies, the Department is looking at other options.

**III. Scope of Work**

The intent is to modernize the training classrooms with a media suite that cost effectively brings OFA up to par with the best standard in training facilities. The proposed upgrade is to meet customer demand and expectations. The current consumer is more technology driven than at any time in our history. Most other fire training programs in the state are affiliated directly with educational facilities (community college, career/technology center, etc), all of which have this capability today. As part of this update, interactive classrooms need to be prepared to allow instructors to present effective and lively presentations and allow for student interaction via wireless interface with tablets and/or other electronic devices.

To this end, OFA is looking for a qualified vendor or vendors to design and/or implement the media suite in twelve OFA training classrooms and three conference rooms. It is imperative that the systems are installed correctly, are furnished in a timely manner and function in accordance with performance needs. OFA is looking for a best value proposed solution. The general requirements for the system capabilities have been established, but neither the detailed designs for each space nor the brand/manufacture component specifics have been developed. Submitted proposals should include but are not limited to the components, software and services listed below (section A. Performance Specifications). OFA must also retain the flexibility to add or subtract based on need and cost, submitted proposals should include an itemized breakdown of the components (manufacturer & manufacturer number) and cost. Additionally, we would like to request a two part proposal for 1. Design and 2. Installation, that will be considered and awarded either jointly or separately at the discretion of OFA.

## A. Performance Specifications

### 1. Minimum required equipment components for each of twelve classrooms

- One (1) large primary display;
- Four (4) loud speakers for media playback in full stereo, distributed ceiling loudspeakers for speech reinforcement;
- One (1) wireless lavalier microphone;
- One (1) digital blue ray DVD player;
- One (1) smart document camera;
- One (1) digital tuner;
- One (1) digital room controller and;
- The system shall be controlled and have touch panels on the lectern.

### 2. Minimum required service components

- **Warranty** – The submitted bid price must include a minimum 1 year warranty for all new parts, systems software and labor included in the proposal. If available at the same or similar pricing, extended warranties will be scored favorably. All warranties provided by manufacturers shall be extended to OFA. The warranty commences upon acceptance, after the project is fully completed and tested. In the event that any work or components are found to be defective or not in accordance with specifications, the Contractor shall have a duty to correct and bear all costs necessary for the correction.
- **Training** – The Firm will provide three full days of training (24 hours). The training will be facilitated by the project manager or other qualified knowledgeable employee. Two days (16 hours) will be dedicated to training for end users and the third day (8 hours) will be dedicated for technical staff. For the purposes of the proposal, please briefly describe a training overview and provide a sample training documentation.
- **Firm Fixed Pricing** - Listed pricing should be in the form of not-to-exceed firm fixed pricing per the terms of the proposal.
- **Proposed Schedule** - The proposed schedule submitted will be an estimated timeline and will need to be finalized and coordinated with an onsite point of contact. For the purpose of this proposal, SFM would like the design to be completed no later than

June 30, 2015 and implementation, installation and training to be completed no later than June 30, 2016.

- **Project Point of Contact** – An assigned experienced project manager should be identified for the duration of the project. A brief resume documenting experience should be included.
- **System Testing** – System testing must be completed successfully to the satisfaction of ODOC, prior to completion of each milestone and payment. A final performance test of all components must also be completed prior to project completion and final payment.

**B. Technical and security specifications**

**Should a contractor propose a design or a solution in which its equipment depends upon software or networking resources, it must meet ODOC and State standards for compatibility, security, and regulations.**

1. **Network and software requirements** – ODOC operates a modern Microsoft/Cisco/VMWare based network infrastructure and SAN that is unified among its three main business locations and secured by a wide variety of security tools and techniques. As a result, the Contractor should clearly identify the following with any proposed solution.
  - Equipment that requires specialized or proprietary software to be purchased, licensed, installed, and maintained.
  - Any special support resources provided in conjunction with the warranties that are associated with any proposed equipment.
  - Equipment and operational specifications which require wi-fi or other network access or resources in order to operate.
  
2. **Security requirements** – Any proposed solution (hardware, software, and proposed procedures) must be able to operate within the State’s and ODOC’s IT security policies and framework. The main security policy IT-SEC-02 adopts the NIST 800.53v3 standard as the basis for its security controls. Any Contractor shall comply with State Security and Privacy policies and standards. For purposes of convenience, a compendium of links to this information is provided in the Table below.

**State of Ohio Security and Privacy Policies**

| Item                      | Link   |
|---------------------------|--|
| Statewide IT Standards    | <a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx</a>  |
| Statewide IT Bulletins    | <a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx</a>  |
| IT Policies and Standards | <a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx</a>  |
| Other DAS Standards       | 100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management)<br><br><a href="http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASpolicies/tabid/463/Default.aspx">http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASpolicies/tabid/463/Default.aspx</a> |

3. **State and Federal Data Privacy Requirements** - Because the privacy of individuals' personally identifiable information (PII) and confidential personal information is not subject to disclosure under Ohio's Public Records law, all systems and services shall be designed and shall function according to the following fair information practices principles. To the extent that personally identifiable information in the system is "protected health information" under the HIPAA Privacy Rule, these principles shall be implemented in alignment with the HIPAA Privacy Rule. To the extent that there is PII in the system that is not "protected health information" under HIPAA, these principles shall still be implemented and, when applicable, aligned to other law or regulation.

All parties to this agreement specifically agree to comply with state and federal confidentiality and information disclosure laws, rules and regulations applicable to work associated with this RFP including but not limited to:

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
  - Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e);
  - Ohio Revised Code Sections 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and Corresponding Ohio Administrative Code Rules and Updates.
  - Systems and Services must support and comply with the State's security operational support model which is aligned to NIST 800-53 Revision 3.
4. **Prohibition on Off-Shore and Unapproved Access** - The Contractor shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding its relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"); the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control, HIPPA Privacy Rules and other conventions as described and required in this Supplement.

The Contractor will provide resources for the work described herein with natural persons who are lawful permanent residents as defined in 8 U.S.C. 1101 (a)(20) or who are protected individuals as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S. It also includes any governmental (federal, state, local), entity.

**The State specifically excludes sending, taking or making available remotely (directly or indirectly), any State information including data, software, code, intellectual property, designs and specifications, system logs, system data, personal or identifying information and related materials out of the United States in any manner**, except by mere travel outside of the U.S. by a person whose personal knowledge includes technical data; or transferring registration, control, or ownership to a foreign person, whether in the U.S. or abroad, or disclosing (including oral or visual disclosure) or transferring in the United States any State article to an embassy, any agency or subdivision of a foreign government (e.g., diplomatic missions); or disclosing (including oral or visual disclosure) or transferring data to a foreign person, whether in the U.S. or abroad.

It is the responsibility of all individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential employee or citizen data associated with Human Resources data, the Contractor will comply with data handling privacy requirements associated with HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>

It is the responsibility of all Contractor individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

#### IV. Pre Bid Meeting

The OFA will be hosting a pre-bid meeting in the OFA classrooms on 3/23/2015. This session will include an introduction from the Academy Superintendent, a discussion of the desired capability needs, an overview of the scope, both services and components, a tour of the rooms to be upgraded, and an opportunity to ask pertinent questions of OFA and IT staff. Due to the technical aspects this meeting is highly encouraged but not required.

**Date:**

3/23/2015

10:00am -12:00pm

**Location:**

State Fire Marshal Office  
Ohio Fire Academy – Main Building  
Room 2305

#### V. Time of Performance

The proposed schedule submitted will be an estimated timeline and will need to be finalized and coordinated with an onsite point of contact. For the purpose of this proposal the State Fire Marshal, Ohio Fire Academy would like the design to be completed no later than June 30, 2015 and implementation, installation and training completed no later than June 30, 2016.

#### VI. Contractor Required Qualifications

Administration is seeking a vendor with the following qualifications.

- **Primary Business** - The firm's primary regular business shall be in design and installation of commercial audiovisual presentation systems with 5 years of experience.
- **Firm Capabilities** - Project history. Describe similar-scale projects your firm has done in the past. We are most interested in projects related to classroom design for but not limited to: College, Universities, other Emergency Services Academies, and/or other government agencies. The firm must document successful completion

of at least one commercial audiovisual project with a minimum \$100,000 contract within the past 24 months.

- **Prior Experience References** - The firm should provide at least two references of projects of similar scope completed by your firm in the past 24 months.
- **Firm Capacity** - The firm must affirm they have sufficient capacity to complete this project in accordance with submitted timelines.
- **Current State Term Contract** – The awarded vendor needs to have a current, applicable state contract (through DAS) in place. Pricing should to be in line with contract pricing.

## VII. Proposal Requirements

The contractor shall be expected to provide a two-part narrative (1. Design and 2. Implementation) on how their proposal intends to provide equipment, services and ultimately the performance capabilities requested.

Submitted proposals shall include the following sections:

### 1. Cover Letter:

The cover letter shall be in the form of a standard business letter, include a brief introduction of your company and be signed by an individual authorized to legally bind the contractor. It should also include the pertinent contact information for an assigned point of contact.

### 2. Contractor Qualifications:

- Firm Capabilities** – Project history. Describe similar-scale projects your firm has completed in the past. We are most interested in projects related to classroom design for but not limited to: colleges, universities, other education institutions, other emergency services academies, and/or other government agencies. The firm must document successful completion of at least one commercial audiovisual project with a minimum \$100,000 contract within the past 24 months.
  - State Term Contract or Schedule** – Applicable contractors should have and reference a current state term schedule for pricing.
  - Prior Experience References** – The firm should provide at least two references of projects of similar scope completed by your firm in the past 24 months.
  - List of Applicable Certifications** – Please all pertinent certifications and how they are applicable to the submitted proposal.
3. **Design Proposal Narrative** – Contractor should describe their proposal for the process of creating the design or plan for the requested upgrades. This proposal should include a management plan illustrating all staffing or other resource needs. It should also include an explanation of the estimated number of hours and service rate. Wherever applicable, rates should not exceed rates identified in Contractor’s state term schedule.

**4. Implementation Proposal Narrative** –Contractor should describe their proposal for the process of implementing the design or plan for the requested upgrades and security requirements. This proposal should illustrate any special staffing or other resource needs. It should also include an explanation of the estimated number of hours and service rate. Wherever applicable, rates and prices should not exceed rates identified in Contractor’s state term schedule.

Contractors may provide additional enhanced premium services, which may or may not be accepted by the Department, after review and evaluation. These services would be in addition to the services requested above.

**5. Proposed Warranties** – Provide detailed description of the proposed warranty programs by Contractor or manufacturer as specified

**6. Cost Summary** – The summary should itemize all costs required equipment components and additional materials with item descriptions and manufacturer with manufacturer numbers. Design and implementation summaries should be listed separately. If a discount will be offered for a joint design-build award, that total cost should also be listed.

Please use a cost summary similar to the sample format below:

| Item | Qty | Item                          | Manufacturer | Item Description / Manufacturer No. | Unit Price | Unit Installation Cost | Extended Price | Notes for Client |
|------|-----|-------------------------------|--------------|-------------------------------------|------------|------------------------|----------------|------------------|
|      |     | Large Primary Display         |              |                                     |            |                        |                |                  |
|      |     | Sound Speakers                |              |                                     |            |                        |                |                  |
|      |     | Wireless lavalier microphone  |              |                                     |            |                        |                |                  |
|      |     | Digital Blue-ray / DVD Player |              |                                     |            |                        |                |                  |
|      |     | Smart Document Camera         |              |                                     |            |                        |                |                  |
|      |     | Digital Tuner                 |              |                                     |            |                        |                |                  |
|      |     | Digital Room Controller       |              |                                     |            |                        |                |                  |
|      |     | Warranty Options              |              |                                     |            |                        |                |                  |
|      |     | Employee Training             |              |                                     |            |                        |                |                  |

|                                |  |
|--------------------------------|--|
| Equipment Total                |  |
| Other Materials                |  |
| Total Installation             |  |
| System Warranties              |  |
| Other Direct Costs             |  |
| General & Administrative Costs |  |
| <b>Total</b>                   |  |

**7. Payment Schedule**

Vendor should submit a proposal for a payment schedule based on milestone payments for completion of identifiable deliverables. The state will not pay for equipment or services not received. Subcontracted MBE payment amounts must be clearly itemized on the invoice.

Payments will be made net thirty days upon receipt of an accurate and complete invoice.

**8. Submission Deadlines and Restrictions.**

RFP related questions should be submitted through the public online procurement portal associated with this solicitation.

All proposals should be submitted by 5:00 pm on **March 31, 2015**. 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 RFP's should be submitted electronically in a current PDF format to:

Agency Procurement Officer: Todd Gable  
Phone Number: (614) 644-2328  
Email Address: [Todd.Gable@com.ohio.gov](mailto:Todd.Gable@com.ohio.gov)

**VIII. Evaluation of Proposals**

Of the proposals meeting the minimum requirements, all proposals will be evaluated by the evaluation team based on the following criteria:

| Requirements                                    | Description   | Weight           |
|---|---|------------------|
| <b>On Time Submission and Proper Formatting</b> | <ul style="list-style-type: none"> <li>✓ Proposals were submitted on time and in the format outlined in the proposal requirements</li> </ul>  | <b>Yes or No</b> |
| <b>State Term Schedule</b>                      | <ul style="list-style-type: none"> <li>✓ Contractor accurately referenced a current Ohio state term schedule or contract</li> </ul>   | <b>Yes or No</b> |
| <b>Contractor Experience and Qualifications</b> | <ul style="list-style-type: none"> <li>✓ Contractor's company history, size, and length of time in business.</li> <li>✓ Demonstrated years of experience in the audio / visual industry.</li> <li>✓ Federal or State Government knowledge and experience preferred.</li> <li>✓ Provide 2 professional recommendations.</li> <li>✓ Discussion of how the contractor will fulfill other relevant duties and other conditions for the services sought not otherwise provided for in the proposal.</li> </ul> | <b>35%</b>       |
| <b>Proposal Requirements</b>                    | <ul style="list-style-type: none"> <li>✓ Design description including all minimum components</li> <li>✓ Implementation description</li> <li>✓ Management plan.</li> <li>✓ Training</li> <li>✓ Warranties</li> <li>✓ Contractor demonstrates they can meet state IT security standards</li> </ul>  | <b>35%</b>       |
| <b>Cost Proposal</b>                            | <ul style="list-style-type: none"> <li>✓ Contractor shall provide a cost proposal for each of the services outlined in the Scope of Work of the RFP. The cost summary shall include all expenses incurred to obtain the information.</li> </ul>   | <b>30%</b>       |

## IX. Standard Terms and Conditions

By submitting a bid to the Ohio Department of Commerce (“Commerce”), each Contractor 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.

Campaign Contributions. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, 127.16 or Chapter 102.

Independent Contractor Status/No Contributions to OPERS. In accordance with ORC Section 145.038, Contractor acknowledges that it is an independent contractor and not a public employee. Further, Contractor acknowledges that the Agency will not be contributing to the Ohio Public Employees Retirement System (OPERS) on behalf of Contractor or its employees.