

## DNROBF019 Ohio Department of Natural Resources Rest Stop Displays

**Proposals Submission:** Rest Stop Display Proposals must be received by 4:00pm on June 2, 2021. All proposals must be submitted as a single searchable PDF for the Offeror's technical proposal, and a single searchable PDF for the Offeror's cost proposal.

**Submit Proposals via e-mail only to:** Patrick Means, Agency Procurement Officer Ohio Department of Natural Resources Office of Budget & Finance [DNROBFIDS@dnr.state.oh.us](mailto:DNROBFIDS@dnr.state.oh.us) Emails must be titled with the solicitation number: **DNROBF019 Ohio Department of Natural Resources Rest Stop Displays**

### Proposals must be submitted in a searchable PDF format.

#### Background Information:

The Ohio Department of Natural Resources (DNR) is a diverse and large agency which encompasses both regulatory and recreational divisions. We are looking to develop individually customized displays for three ODOT rest areas. One located along I70 (eastbound) in Preble County and two along I71 north/southbound) in Warren County.

#### Scope of Work:

Design Consultation/Construct display units for Ohio Department of Natural Resources.

Displays will be installed at three ODOT Rest Areas. One in Preble county along I70 Eastbound and two in Warren County along I71 North & Southbound (see ODOT map and location drawings for details).

ODNR Has developed an approved concept which will be utilized as the starting point to create the final display design. ODNR is seeking design consultation to ensure the final design is feasible, functional, durable and impactful within the space allotted for each rest area. Each Rest Stop will utilize the same design, with unique featured content, based on the ODNR properties (mostly Ohio State Parks) that a traveler will encounter along the road ahead. The intent is to highlight the places a traveler could see with a minimal trip from the highway in the direction they are headed (5-6 locations could be highlighted). ODNR is also requesting consultation to ensure the correct materials and methods are used to build and install these displays. Vendor will handle installation on site. The proposed design relies upon scale, depth and variety of material to create interest and garner attention. ODNR will rely upon the vendor to ensure the best materials are chosen to make the final design work.

NOTE: Installation will occur in a high traffic area with space limitations. The vendor will need to plan for a safe installation, while the rest area remains open to the public.



The final design/implementation will also need to be durable and resistant to tampering/defacement. While the rest areas are monitored via CCTV, they are not staffed regularly.

### **Site Visit and Point of Contact**

Prior to submitting a bid response, offerors are requested to visit one of the three rest areas. Note: all three rest areas utilize the same floorplan/layout. Dimensions of the design area are the same at all three locations.

Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and/or requirements of the bid will be insufficient reason to support any request to be released from the contract.

### **Notes regarding locations & Installation considerations:**

Display will be housed in a high traffic indoor location and will need to be durable to withstand high wear/tear.

Side walls and roofline are glass – art will need to be UV resistant

Displays should have some degree of graffiti resistance.

Display must be durable

- Estimated lifespan is 10 years.

Rest area wall to be utilized is covered in tile (plywood behind tile and drywall).

Wall is 9'-8" wide x 8'-1" high with wings along the sides which are 2'-11.5" wide x 8'-1" high.

### **Notes regarding design concept:**

The current design concept utilizes a single large background panel in the main section with three box mounted panels through the middle.

- 2" depth on boxes (proposed)

The concept uses a laser-cut metal bird form perched above the boxes.

- This is intended to be float mounted over the boxed panels.
- Should be roughly 20" tall with a 1" float (proposed)
- The bird should be a raptor of some sort – Bald Eagle, Peregrine Falcon, or Great Horned Owl.
  - Bird used in concept is eagle – but not a licensable graphic.
    - Example was pulled from metalbird.com
  - Can be perched or flying

The concept is open to interpretation/alteration/improvement, but should not diverge greatly, as this is a pre-approved concept.

See attached proposal for additional details and diagrams.



**Deliverables:**

Three (3) customized Rest Area displays, install on location.

Installation Locations (map provided above):

Warren County Northbound Rest Area

Warren County Southbound Rest Area

Preble County Eastbound Rest Area

Criteria	Maximum Available Points
Proposal Technical Requirements	800 Points
Proposal Cost	100 Points
Maximum Available Points	900 Points

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

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical 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.

**Evaluation criteria:**

Criterion	Weight	Rating (0-5)	Extended Score
<b>Offeror Profile</b>			
1. Company History, years of relevant experience designing displays.	10		
<b>Offeror Prior Experience</b>			
1. Demonstrate a consult, design, and construct of a display for a State Agency, or commercial company. Provide examples, with descriptions.	25		
2. Provide examples of displays created by the Offeror. Submit examples as web links, or photos.	20		
<b>Scope of Work (Work Plan)</b>			
1. Define methodology for working with the ODNR to successfully achieve display design, assembly, and installation. For example, communication and transfer of ideas and plans.	20		
2. Provide the names, table of organization, and experience of project staff who will design, assemble, and install the display. Include contact information for project team members.	15		
3. Demonstrate design considerations that show understanding of display design in high-traffic areas.	40		
4. Demonstrate options for durable, damage resistant materials/processes.	30		

Project cost allowable points	100
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**Cost Proposal:**

Installation Location	Total cost for design, build and installation of nature display	Date of installation completion.
Warren County Northbound Rest Area	\$	
Warren County Southbound Rest Area	\$	
Preble County Eastbound Rest Area	\$	

DNR will apply the Veterans Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

COST PROPOSAL POINTS. to calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Available Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Available Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum available points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion.

An example for calculating cost points, where Maximum Available Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum available 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum available points, or a total of 50 points.

Invoices must include the following mandatory information on your company's unique invoice:

- Agency Information
  - Agency name
  - Agency Billing Address ("Bill to" physical address or "bill to" email address)
  - Attention to program contact
- Vendor Information
  - Vendor Name
  - Address
  - OAKS ID Number
  - Unique vendor invoice number
  - Remit payment address
  - Payment terms (Payment terms are set to Net 30 unless negotiated otherwise.)
- Transactional Information
  - The date the services were provided or that items were shipped
  - Delivery location, date, and time of services performed
  - Itemization of good or services provided (description of work performed with quantity) including cost
  - Clear statement of total payment expected

All fields mentioned above are required to count as a correct invoice; failure to provide this information will result in a returned invoice and delayed payment.

Contract Negotiations. Negotiations will be scheduled at the convenience of DNR. The selected Offeror(s) are expected to negotiate in good faith.

General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated

revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DNR may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DNR may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

CONTRACT AWARD. DNR plans to award the Contract based on the schedule in the RFP, if DNR decides the Project is in the best interests of the State and has not changed the award date.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. 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 general terms and conditions for the Contract are contained in Attachment Three of this RFP. 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 RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DNR; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

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.

Apparent awardee will be required to sign a contract with the Ohio Department of Natural Resources.

**ATTACHMENT ONE**

Attachment one is an example of a DNR contract. The Ohio Department of Natural Resources reserves the right to change the contract Terms and Conditions, prior to a contract award.

Apparent awardee will be required to sign a contract with the Ohio Department of Natural Resources.

**EXAMPLE ONLY****ADDENDUM TO THE****BID/QUOTE OF****NAME OF CONTRACTOR****FOR STATE OF OHIO****DEPARTMENT OF NATURAL RESOURCES**

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the State of Ohio, Department of Natural Resources ("ODNR"), agrees to the terms and conditions set forth in the bid/quote of **NAME OF CONTRACTOR** of **ADDRESS** ("Contractor"). Additionally, Contractor and ODNR agree that the following terms and conditions shall be incorporated into and form a part of the bid/quote to which they are attached. This Addendum and the bid/quote in combination shall be referred to as the "Agreement."

**1. Payment:**

A. The total amount to be paid by ODNR to the Contractor under this Agreement shall in no event exceed the sum of \$\_\_\_\_\_.

B. Payments under this Agreement shall be due on the 30<sup>th</sup> calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (2) the date equipment, materials, goods, supplies, or services are accepted in accordance with the terms of this Agreement. The date of the warrant issued in payment shall be considered the date payment is made.

C. Invoices shall be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

- (1) Name and address of Contractor;
- (2) Federal Tax Identification Number of Contractor;
- (3) Invoice remittance address of Contractor;
- (4) The purchase order number authorizing the delivery of equipment, materials, supplies or services;
- (5) A description, including time period; serial number, when applicable; unit price; quantity; and total price of equipment, materials, supplies, or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number (e.g. 1 of 36) shall also be indicated.



D. Ohio Revised Code (“R.C.”) § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.

2. **Non-Appropriation and OBM Certification:** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR’s funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

3. **Term:** Notwithstanding any renewals, automatic or otherwise, provided in the attached bid/quote, this Agreement shall terminate as of, and shall not extend beyond, the budget biennium ending June 30, 2021. Any renewals of this Agreement beyond the current biennium shall be by separate addendum.

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

5. **Insurance:** The State of Ohio is self-insured.

6. **Equal Employment Opportunity:** Contractor agrees that it is in compliance with the requirements of R.C. § 125.111.

7. **Qualified to Do Business in Ohio:** Contractor represents and warrants that it has all of the approvals, licenses, and other qualifications needed to perform under this Agreement and to transact business in Ohio. If, at any time during the term of this Agreement, Contractor for any reason becomes disqualified from either performance of this Agreement or transacting business in Ohio, Contractor will immediately notify ODNR in writing and will cease performance under this Agreement.

8. **Workers’ Compensation:** Contractor shall provide its own workers’ compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

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

10. **Drug-free Workplace:** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

11. **Ohio Ethics Law:** Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law as provided by R.C. § 102.03 and 102.04.

12. **Ohio Election Law:** Contractor affirms that it is compliant with R.C. § 3517.13.

13. **Liability; Indemnification:** Contractor shall be solely responsible for any and all claims, demands, or causes of action arising from Contractor’s obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify

Contractor. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

**14. State Audit Findings:** Contractor affirmatively represents to ODNR 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, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.

**15. Independent Contractor:** Unless Contractor is a “business entity” as that term is defined in R.C. § 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), Contractor shall have any individual performing services under this Agreement complete and submit the attached Independent Contractor Acknowledgment to ODNR. Contractor’s failure to complete and submit said attachment at the time Contractor executes this Addendum shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. § 145.037.

**16. Expenditure of Public Funds for Offshore Services:** Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODNR 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. ODNR does not waive any other rights and remedies provided to ODNR in this Contract.

**17. Open Trade:** Pursuant to R.C. § 9.76 (B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

**18. Entire Agreement; Modifications:** The Agreement supersedes all prior agreements, written or oral, between Contractor and ODNR and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODNR and Contractor.

**19. Addendum Controlling:** In the event there is a conflict between the terms and conditions of the bid/quote and this Addendum, this Addendum is controlling.

CONTRACTOR:

STATE OF OHIO

NAME OF CONTRACTOR

DEPARTMENT OF NATURAL RESOURCES:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**STATE OF OHIO**  
**DEPARTMENT OF NATURAL RESOURCES**  
 STANDARD AFFIRMATION AND DISCLOSURE FORM  
 EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR 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 as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

(Address)	(City, State, Zip)
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Name/Principal location of business of subcontractor(s):

(Name)	(Address, City, State, Zip)
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(Name)	(Address, City, State, Zip)
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2. Location where services will be performed by Contractor:

(Address)	(Address, City, State, Zip)
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Name/Location where services will be performed by subcontractor(s):

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

(Address, City, State, Zip)

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

\_\_\_\_\_

\_\_\_\_\_

(Address)

(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)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_

\_\_\_\_\_

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Address, City, State, Zip)

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(Name)

(Address, City, State, Zip)

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(Name)

(Address, City, State, Zip)



# INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## STEP 1: Personal Information

Social Security Number

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First Name

MI

Last Name

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## STEP 2: Public Employment Information

Name of Public Employer

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Employer Contact

First Name

MI

Last Name

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Employer Code

□□□□□□□□

Employer Contact Phone Number

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Service Provided to Public Employer

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Start Date of Service

Month Day Year

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End Date of Service

Month Day Year

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**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name