

REQUEST FOR QUOTATION
11-164

DATE ISSUED: July 22, 2010

The state of Ohio, through the Ohio Department of Public Safety Administration Division is requesting a quotation for:

Statewide Communications Interoperability Plan (SCIP) Update

YOU ARE INVITED TO SUBMIT A QUOTATION FOR THE PRODUCT DESCRIBED IN THIS DOCUMENT. SIGNED QUOTATION MUST ARRIVE BY 3:00 P.M. AUGUST 16, 2010, TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

FAX QUOTATION TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
614-752-7823 (fax)
614-752-4225

FAXED QUOTATION TO BE FOLLOWED BY ORIGINAL NO LATER THAN AUGUST 23, 2010
TO:

MARK A. CONTOSTA, CPPO, CPPB
CHIEF, PURCHASING
OHIO DEPARTMENT OF PUBLIC SAFETY
1970 W. BROAD ST., 5TH FLOOR
P.O. BOX 182081
COLUMBUS, OH 43218-2081

1 General Overview

1.1 Purpose:

The Ohio Department of Public Safety (ODPS)/Ohio Emergency Management Agency (Ohio EMA) is soliciting offers for a Contractor to provide services outlined below for the update of the Ohio Statewide Communications Interoperability Plan (SCIP). The State intends to have the Contractor create (in conjunction with Ohio EMA) and conduct a survey of the communications assets found at all levels of response and develop a report on the status of interoperable communications throughout the state of Ohio. The Contractor will enter the survey results on radio systems into the Federal Communications Asset Survey Management (CASM) tool and update the SCIP. The results of the survey will be used to replace the current survey information in the SCIP. The study and planning work will include the entire first responder provider population consisting of but not limited to Hospitals, Law Enforcement, Fire, Emergency Medical Services, Emergency Management Agencies, and Military. This includes all levels of government (State, Local, and Federal) assets. The Contractor will address the communications interoperability between these entities from a system connectivity level and viewpoint. The objectives of this effort are listed below. The specific tasks associated with accomplishing these objectives are delineated under the Scope of Work, which describe the different tasks, scope and description of work.

If a suitable offer is made in response to this RFQ, the state of Ohio ("State") may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Work (described in the General Overview and Scope of Work). This RFQ provides details on what is required to submit a quotation for the Work, how the State will evaluate the quotations, and what will be required of the contractor in performing the Work.

The ODPS will be required to approach the Controlling Board for the release of funds before the award of the Contract and any renewal. The Contract will not be valid or executed by the ODPS until Controlling Board approval has been received.

Once awarded, the term of the Contract will be from the award date through December 31, 2010. This Contract may be extended by mutual agreement between the ODPS and the Contractor at the Offered Hourly Rate, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in the new biennium and approval by the State Controlling Board. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ODPS.

This RFQ also provides the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the work phase may result in the State refusing to consider the quotation of the Offeror.

1.2 Background:

Prior to this initiative (being proposed herein), the State contracted with a consultant working with the Ohio EMA to develop the SCIP. A second contract was executed in May 2007 to update the SCIP. This effort was based upon federal requirements for States to develop and adopt a SCIP by the end of calendar year 2007. The state of Ohio's SCIP was completed to satisfy the Department of Homeland Security's (DHS) requirements and allow the state to apply for a portion of the one billion dollar Department of Commerce Interoperability Grant funds. The current SCIP is available by selecting the following link:

[http://ema.ohio.gov/Documents/pdfs/Ohio Interop Appendices.pdf](http://ema.ohio.gov/Documents/pdfs/Ohio_Interop_Appendices.pdf)

1.3 Objective:

The primary objective of this RFQ is to obtain a Contractor to update the Ohio SCIP. The work shall be initiated by the ODPS/Ohio EMA or their designated representative by issuing a purchase order to the Contractor. Any alterations to the cost or scope of the work must be submitted via a change request and approved prior to implementing the changes. The Contractor must provide project insight, recommendations, and options for the State to meet and/or make significant progress toward the objectives, as listed below:

- 1.3.1 Conduct communications survey of physical assets in the aforementioned first responder provider population;
- 1.3.2 Provide a report summarizing the communications survey that outlines the communications capabilities and the status of communications interoperability at the jurisdiction, county, regional and state level;
- 1.3.3 Load pertinent information from survey into the Ohio CASM file;
- 1.3.4 Improve spectrum efficiency;
- 1.3.5 Improve interoperability; and
- 1.3.6 Plan for system level communications between various systems.

2 Specifications

2.1 Scope of Work:

With this RFQ, the ODPS/Ohio EMA will establish guidance and accomplish significant progress toward seven (7) tasks. The Contractor will be required to address, conduct, and substantiate findings and assessments leading to the update of the SCIP for the state of Ohio. The work is delineated into the seven (7) major task groupings listed below. These tasks and their associated sub-tasks are defined below and in Supplement One.

Task 1 Conduct statewide survey of communications systems used throughout the State.

The Contractor will develop the survey with input from the Ohio EMA for the information required (see Supplement One). This effort involves the gathering and compilation of survey data to be collected from Ohio first responders and Public Safety entities. Survey questions are listed in Supplement One (Fields in CASM on-line files). The Contractor shall review the present communications capabilities of all jurisdictional entities that have a communications and/or first responder responsibility, and provide a county level report of the present communications systems utilized by first responder entities. This effort is detailed in tasks listed below.

The Contractor may gather the data in any way the Contractor determines to be the best and most accurate. At a minimum, the Contractor must utilize FCC databases, survey tools, and the requirement for individual contact.

The Contractor will be responsible to ensure a response from all surveyed entities. The Ohio EMA will work with the Contractor to leverage cooperation in areas with no response. This may involve calls to elected or other officials to get needed data.

Task 2 Using the survey information obtained in Task 1; the Contractor must determine the level of system-to-system and discipline-to-discipline interoperability existing at the jurisdiction, county, regional and statewide level.

The Contractor shall develop a report, which outlines the current state of communications interoperability throughout the state of Ohio.

Task 3 Upload the survey information on communications systems Ohio CASM file.

The Contractor will populate the Ohio CASM account with all the information obtained by the Contractor through the survey. The report will reflect improvements made through Ohio's interoperable communications efforts.

Task 4 Develop a report outlining the current interoperability condition of Ohio.

The Contractor will determine present communications interoperability strengths and weaknesses between all law enforcement entities, emergency medical entities, health providers, and fire response entities within each county and the contiguous counties. This will include state and local entities and adjoining counties of other states. The consultant will provide a report detailing the condition of Ohio's current state of interoperability.

- Task 5 Compare survey results to 2003 survey contained in the Ohio SCIP and develop a report outlining improvements made to the Communications Interoperability System since the 2003 plan was developed.

The Contractor will summarize the gains and losses of interoperability between the first responder community during the period between the 2003 survey and the current survey conducted by the Contractor.

- Task 6 Provide recommendations for addressing current interoperability weaknesses.

The Contractor will be responsible for reviewing the relevance of the current short and long term strategies contained in the SCIP and offer possible alternatives. These strategies will guide the development of communications interoperability of all first responder entities on all levels of responsibility.

- Task 7 Update the Ohio SCIP.

Working with the Ohio EMA and the State Interoperability Executive Committee (SIEC), the Ohio SCIP will be updated by the Contractor to incorporate new planning requirements, address shortfalls outlined by DHS in their plan review, and incorporate changes developed in a SCIP workshop conducted in 2009. Review and revise the short and long term goals to best address Ohio's future path forward in obtaining interoperability. SIEC input and planning meetings with SIEC members will be conducted as part of this planning process.

Work on each task will be conducted in coordination with the Ohio EMA and the SIEC. The ODPS will approve completion of each Task performed by the Contractor.

Deliverables and Task reports (updates) will be provided at SIEC meetings (Note: These meetings tend to be quarterly but could be called at any time there is a reason such as a new grant/requirement on the project).

2.2 Offeror and Project Team Mandatory Requirements and Qualifications:

The Offeror must meet the following mandatory requirements in order to be eligible for consideration:

- 2.2.1 The Offeror must have completed at least two (2) projects of similar size and scope within the last five (5) years. The Offeror must detail how the projects are similar in Attachment Six.

The Offeror's project team will work with and under the direction of the ODPS / Ohio EMA. The Offeror's Project Team must meet the following mandatory requirements in order to be eligible for consideration:

- 2.2.2 The Offeror's Project Lead must have been the Project Lead for at least one (1) project of similar size and scope within the last five (5) years.

In addition, at least one (1) member of the Offeror's project team must have the following mandatory requirements in order to be eligible for consideration:

- 2.2.3 Possesses an undergraduate degree in a significantly related field [Electrical Engineering, Electronics, Telecommunications, RF promulgation and transmission, Electronic Design, etc.] from an accredited university.

- 2.2.4 A minimum of two (2) projects where multiple wireless users had interoperability as a requirement.

- 2.2.5 A minimum of one (1) project where conceptualization, and/or development of strategies to provide options for interoperability was required among multiple users.

The proposed resources must demonstrate the following requirements in order to be eligible for further consideration:

- 2.2.6 Must have ability to collaborate with supporting resources across business and/or functional lines.

- 2.2.7 Must be knowledgeable in the English language and speak clearly and understandably using the English language.
- 2.2.8 Must have excellent oral and written skills and possess strong meeting and work session facilitation skills.
- 2.2.9 Must have the ability to work independently and as part of a team with ability to manage time and resources to meet deadlines.

2.3 Project Plan:

The Offeror shall provide a project plan with specific time period (beginning and ending dates) for each deliverable. This plan (resource plan) shall include a description for each deliverable detailing the work or tasks to be performed and the resources, consultants and be consistent with the December 31, 2010 completion date for this project. Failure to provide a project plan meeting the completion date may result in the Offeror being deemed not responsive and removed from further consideration.

2.4 The ODPS State Work Support Requirements:

The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the Offeror's quotation.

- 2.4.1 Any reasonable request for access to the ODPS places of business.
- 2.4.2 Help in setting up interview access with the ODPS personnel (if required) and cooperative interface in the compliance oriented process of Task seven (7)
- 2.4.3 The Offeror must describe the support it wants from the State to accomplish the project other than what the State has offered elsewhere in this Scope of Work. Specifically, the Offeror must address the following:
 - 2.4.3.1 Nature and extent of State support required;
 - 2.4.3.2 Assistance from State staff and the experience/qualification level required; and
 - 2.4.3.3 Other support requirements.
- 2.4.4 The State may not be able or willing to provide the additional support the Offeror lists in this part of its RFQ response. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's response if the State is unwilling or unable to meet the requirements.
- 2.4.5 The State will provide a workstation for the consultant during the life of this contract. Workstations consist of a work pod, chair, telephone, computer, and connection to the State's network, which provides access to the Internet. If applicable

2.5 Estimated Schedule:

RFQ Release	July 22, 2010
Inquiry Period Begins	July 23, 2010
Inquiry Period Ends	August 9, 2010
RFQ opening	August 16, 2010 at 3:00 p.m. EDT
Evaluations / Interviews Conducted	August 17, 2010 through August 24, 2010
Selection of Contractor/Approval Package to DAS	August 24, 2010
DAS Release and Permit approval	September 13, 2010
Planned Controlling Board	September 13, 2010

Anticipated Award Date

September 20, 2011

3 Terms and Conditions

3.1 **Contractual Obligations:**

The terms and conditions for the services to be performed are in accordance with the contractual obligations established by the ODPS.

3.2 **Controlling Board Approval:**

The ODPS will be required to approach the Controlling Board for the release of funds before the award of the Contract and any renewal. The Contract will not be valid or executed by the ODPS until Controlling Board approval has been received.

3.3 **Contract Term:**

This agreement is to be effective from the receipt of a purchase order and will remain in force until December 31, 2010. This Contract may be extended by mutual agreement between the ODPS and the Contractor, at the Offered Hourly Rate.

3.4 **Contract Renewal:**

The ODPS may renew this agreement by giving thirty (30) days written notice prior to the expiration, for an additional six (6), one (1) month extensions at an hourly rate not to exceed the current contract rate.

3.5 **Compensation:**

3.5.1 In consideration of the Contractor's satisfactory performance, the State will pay the Contractor the amount(s) quoted in the Price Schedule. The Contractor's right to payment is contingent on the complete and satisfactory performance of the work. Upon actual receipt of proper invoices, the ODPS will make payment within thirty (30) days to the Contractor. ORC § 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC § 5703.47.

3.5.2 The Contractor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original and two copies monthly to:

Ohio Department of Public Safety
Attn: Fiscal Services (DPS)
P.O. Box 182761
Columbus, Ohio 43218-2761

3.5.3 Unless expressly provided for elsewhere in this Agreement, the Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

3.6 **Insurance:**

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

3.6.1 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 also must maintain employer's liability insurance with at least a \$1,000,000 limit.

3.6.2 Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also

must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
 \$ 2,000,000 Products/Completed Operations Aggregate
 \$ 1,000,000 Per Occurrence Limit
 \$ 1,000,000 Personal and Advertising Injury Limit
 \$ 100,000 Fire Legal Liability
 \$ 10,000 Medical Payments

The policy shall also be endorsed to provide 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.

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

If not submitted with the Offeror's response, copies of the respective insurance certificate(s) shall be filed with the ODPS within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Offeror being deemed not responsive. The certificate(s) must be in a form that is reasonably satisfactory to the ODPS 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.

3.7 Drug Free Workplace:

The Contractor certifies that to the best of his/her ability, all of his/her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply will result in IMMEDIATE termination of this Agreement.

3.8 Equal Opportunity Requirements:

- 3.8.1 The Contractor, and any of its subcontractors, shall comply with the requirements under ORC § 125.111. The Contractor and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry.
- 3.8.2 The Contractor certifies that both the Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.
- 3.8.3 The ODPS encourages both the Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

3.9 Conflict of Interest:

The Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

3.10 Campaign Contributions:

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC § 3517.13J).

3.11 Ohio Ethics Laws:

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

The Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement or grant and may result in the loss of other contracts, agreements, or grants with the State of Ohio.

3.12 Declaration Regarding Material Assistance/NonAssistance to Terrorist Organization - Sec. 2909.33 (C):

In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

3.12.1 (a) I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

3.12.2 (b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

3.12.3 (2) I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

The Offeror must submit Declaration of Material Assistance form prior to award of a contract. The form is available by selecting the following link:

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

3.13 Responsibility for Claims:

The Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

3.14 Ownership:

3.14.1 Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

- 3.14.2 The Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.
- 3.14.3 This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

3.15 Availability of Funds:

The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by ORC § 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

3.16 Auditor Recovery Finding – ORC § 9.24:

The Contractor affirmatively represents and warrants to the ODPS that it is not subject to a finding for recovery under ORC § 9.24, or that it has taken the appropriate remedial steps required under ORC § 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

3.17 Construction:

This Agreement shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

3.18 Suspension/Termination:

- 3.18.1 The Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
- 3.18.2 Any violations or breach of the terms stated herein, by the Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- 3.18.3 If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by the ODPS, however, the Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and ORC § 126.30 shall apply.
- 3.18.4 If this Agreement is suspended or terminated, the Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:
 - 3.18.4.1 If the Agreement is suspended or terminated by the ODPS, the requirements in this Agreement shall commence upon the date the Contractor receives notice of suspension or termination.
 - 3.18.4.2 If the Agreement is suspended or terminated by the Contractor, the requirements in this Agreement shall commence upon the date the Contractor sends notice of suspension or termination.
- 3.18.5 If this Agreement is suspended or terminated, the Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to this

Agreement for the work performed prior to the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

- 3.18.6 Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

3.19 Background Check:

A background check, at the ODPS expense, may be performed on the designated resource(s) for assignment to this Agreement. The designated contact person may be required to complete a "Background Information Form" furnished by the ODPS. Failure to pass the background check will result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 10, Facility Access Form).

3.20 Antitrust Assignment:

The Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

3.21 Record Keeping:

During the performance of this Agreement and for a period of three (3) years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS.

3.22 Changes:

The State may make reasonable changes within the general scope of this project. The State will do so by issuing a written order under this contract describing the nature of the change (Change Order). If a change causes an increase in the cost of, or the time required for, the performance of the project, the successful Contractor will notify the State in writing within five days of receiving the Change Order and request an equitable adjustment in the Contractor's fee, the delivery schedule, or both before the Contractor signs the Change Order. Any major changes will be handled through a contract addendum.

If the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the scope of the specifications for this project, the Contractor will have a right to request a Change Order from the State within five business days from receiving notification of the changes and before work on the change begins. This request must be made in writing to the State. Scope of work changes will be managed as follows: the Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and the specifications for the change as well as any equitable adjustments that need to be made in the Contractor's fee or the performance schedule for the work. The Contractor will sign the Change Order to signify an agreement with it within five days of receiving the Change Order.

The State will not be responsible for any increase in the fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedures for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the project, as changed.

3.23 Audits:

During the term of this contract and for three years after final payment under this contract, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to this RFQ. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the project.

Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is

not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records from the Contractor's office closest to Columbus, Ohio.

The Contractor will make applicable records available within five business days whenever the State or others with audit rights request access to the Contractor's records. If any audit reveals any material deviation from the project's specifications, any misrepresentations, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

3.24 Excusable Delay:

Neither the State nor the Contractor 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 the delay. In the event of any such excusable delay, the date of performance or delivery must not create the need for a delay of the conference. 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 reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third party manufacturer's supplying commercial items and over whom the Contractor has no control.

3.25 Sub-contracting:

Sub-contracting will be allowed only with prior written approval from the ODPS.

3.26 Replacement Personnel:

The quality and professional credentials of the proposed resource(s) submitted in the Offeror's quotation are material factors in the State's decision. The Contractor may not remove the proposed resource(s) from the Work without the prior, written consent of the State, for the duration of the Contract, including any extensions except for reasons listed. If the Contractor removes the proposed resource(s) without prior written consent of the State, the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

The Contractor may only remove the proposed resource(s) listed in the quotation response for legal or disciplinary reasons. In this event, the Contractor will have seven (7) business days to provide two (2) proposed qualified replacement resource(s) for each removed resource. The State may reject the proposed replacement resource(s) for the following reasons:

- 3.26.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ.
- 3.26.2 Failure of the Contractor to provide two (2) qualified replacement resources for each removed resource.

If the State rejects the replacement resource(s), the Contractor will be in default and the State may terminate this Contract immediately for cause and without any cure period.

3.27 Nondisclosure Agreement:

Contractors/Consultants may be required to submit a completed and signed Nondisclosure Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. If required, failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 11, Nondisclosure Agreement).

3.28 Confidentiality and Conduct Agreement:

Contractors/Consultants may be required to submit a completed and signed Confidentiality and Conduct Agreement to the ODPS as soon as possible after the Contractor has been accepted following the interview process but, prior to a Purchase Order being issued. Failure to provide the required form may result in immediate dismissal of the resource, whereupon, the Offeror must submit a replacement resource with

equal or better qualifications within the time limits as set forth in 3.25 Replacement Personnel of this RFQ (See Attachment 12, Confidentiality and Conduct Agreement).

3.29 Work Rules, Policies and Procedure Compliance:

The Contractor agrees, as a condition of being awarded this contract, to require each of its agents, officers, and employees to abide by the State of Ohio and the Ohio Department of Public Safety's policies, work rules, safety rules, or policies regulating the conduct of persons on State property at all times while performing duties pursuant to this contract. Additionally, if the Contractor is using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the Ohio Department of Public Safety. The Contractor's resources assigned to work on this project will be provided a copy of the Consultant Policy Assignments and are required to sign a verification of receipt and acceptance/compliance within five (5) business days after start of work onsite at the ODPS.

4 Submission of Quotations and Additional Offeror Responsibilities:

4.1 Inquiries:

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Section 2.5, Estimated Schedule. To make an inquiry, Offerors must use the following process:

- 4.1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 4.1.2 From the Navigation Bar on the left, select "Find It Fast";
- 4.1.3 Select "Doc/Bid/Schedule #" as the Type;
- 4.1.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
- 4.1.5 Click "Find It Fast";
- 4.1.6 On the document information page, click "Submit Inquiry";
- 4.1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 4.1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 4.1.7.2 Name of the prospective Offeror;
 - 4.1.7.3 Representative's business phone number; and
 - 4.1.7.4 Representative's e-mail address.
- 4.1.8 Type the inquiry in the space provided including:
 - 4.1.9 A reference to the relevant part of this RFQ;
 - 4.1.10 The heading for the provision under question; and
 - 4.1.11 The page number of the RFQ where the provision can be found.
- 4.1.12 Click "Submit".
- 4.1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 4.1.14 Offerors may view inquiries and responses using the following process:

- 4.1.14.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
 - 4.1.14.2 From the Navigation Bar on the left, select "Find It Fast";
 - 4.1.14.3 Select "Doc/Bid/Schedule #" as the Type;
 - 4.1.14.4 Enter "ODPS" and the RFQ Number found on Page 1 of the document;
 - 4.1.14.5 Click "Find It Fast";
 - 4.1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 4.1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
- 4.1.16 When an amendment to this RFQ is necessary less than four (4) days before the RFQ due date, the State may extend the RFQ due date through an announcement. Amendment announcements may be provided any time before 4:00 p.m. on August 10, 2010.

4.2 Requests for Previous Quotations/Contracts:

Requests from potential Offerors for copies of previous RFQ's, past Offeror quotations, or contracts for any potentially related projects, are Public Records Requests (PRRs) and not clarification questions regarding the present RFQ. PRRs should be submitted by e-mail to PublicRecords@dps.state.oh.us or mail to:

Ohio Department of Public Safety Public Records Manager/Administrator Administration Division 1970 W. Broad Street Columbus, Ohio 43223

The posted time frames for responses to internet questions for RFQ clarification do not apply PRRs. The ODPS does not guarantee that a response to a PRR will be made within the time frame controlling this RFQ. Any failure or delay of the ODPS in responding to the PRR will have no bearing on the deadlines found in this RFQ.

4.3 Clarifications:

- 4.3.1 The ODPS may request clarifications on quotations to ensure the quotations are understood by the ODPS.
- 4.3.2 Clarifications shall be requested using e-mail to an address specified in the RFQ response, and clarifications shall be sent to the ODPS as a "reply" to the request for clarification within 24 hours (not including weekends or holidays).

4.4 Intentions:

- 4.4.1 It is the intent of the State to describe a complete set of requirements. Any incidental items omitted from these specifications but needed to satisfactorily complete the requirements, must be provided by the Offeror and will be included in the quotation.
- 4.4.2 If the State decides to revise this RFQ before the response due date, addenda will be posted to the Ohio Business Gateway:

<http://www.ohio.gov/procure>

4.4.3 Quotations must be received no later than 3:00 P.M., August 16, 2010 Quotations should be:

Mailed to:	Delivered to:
Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor P.O. Box 182081 Columbus, Ohio 43218-2081	Mark A. Contosta, CPPO, CPPB Chief, Purchasing Ohio Department of Public Safety 1970 W. Broad St., 5 th floor Columbus, Ohio 43223

DELIVERY INSTRUCTIONS

Quotations, whether delivered through U.S.P.S., UPS, FedEx or by hand to the ODPS must be complete, cover page of the original quotation signed in blue ink, envelope sealed with the RFQ number and title clearly marked on the outside of the envelope or box.

Included in the sealed package, the Offeror must also submit a copy of the Proposals on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and 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 Quotation.

If delivering quotation in person to the ODPS, come to the loading docks on the South side of the building. There is a door to the immediate right of the right most loading bay. Next to the door is a bell to ring for service. Deliver the quotation to the ODPS mail room. Make sure the time and date of delivery is noted on the quotation and logged by the person receiving the envelope. If any problems are encountered, in the delivery, and to verify receipt of the quotation call Kathleen M. McCarthy at (614) 752-7882. Attempts to deliver to the Highway Patrol Officer at the front desk of the Customer Service Center, as in the past, will be refused. The quotations will be received between the hours of 8:00 A.M. and 4:00 P.M. (3:00 P.M. on August 16, 2010) Monday through Friday.

4.4.4 Upon receipt by the ODPS Purchasing, all quotations will be time and date stamped. Postmarks or other times/dates appearing on the quotation envelope will not be considered as the official time/date of receipt. An RFQ response submitted with insufficient postage or C.O.D. will not be accepted.

4.4.5 A facsimile of an offer will be considered, but an originally signed copy (signature to be in Blue Ink) of the offer must be received within seven (7) days after the quotation opening. Any other mode of transmitting a quotation to the ODPS shall not be considered a valid quotation.

4.5 Mandatory Content of RFQ Response:

4.5.1 RFQ Response Cover Letter:

The Offeror must HAND SIGN AND DATE THE RFQ COVER LETTER IN BLUE INK before submitting the quotation. The RFQ cover letter shall be on company letterhead, include an original signature in Blue Ink, and state the total dollar amount and hours to be worked by each listed candidate of the submitted quotation.

4.5.2 Quotation /Cost Summary:

Offerors will complete the Quotation/Cost Summary form/table found in Attachment 1 and identify all resources and costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the standard rates. The Offeror will provide and attach a comparison of their standard rates and the discounted rates included in the RFQ response.

Offerors may not reformat these forms. Each Offeror must complete the Cost Summary forms in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation.

These forms and associated instructions are what the State projects as the final Cost Summary forms at the present time. The State reserves the right to modify the Cost Summary forms and

instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms are to be provided when the quotations are submitted.

Offerors are to copy as many forms as are needed, and page number each sheet in the upper right hand corner. If there is any doubt as to which page a particular item should be recorded under, Offerors are to use their discretion. The important thing is that the item is listed and accounted for, not particularly where it is listed so that all costs are identified. The dollar amounts listed by the Offerors must represent a NOT-TO-EXCEED FIXED PRICE.

The State will not be liable for any costs the Offeror does not identify in its response to this RFQ (Attachment 1) and the Offeror must identify all costs associated with performing the work.

4.5.3 Project Plan:

The Offeror must provide a high level project plan which describes the approach, method(s), and work steps it plans to use to meet the RFQ requirements and complete the scope of work described in this RFQ. This project plan should demonstrate a thorough understanding of the nature of the project and indicate how the Offeror will meet the ODPS deadlines for the Hardware installation. This plan or a resource plan is to include a description for each deliverable detailing the work or tasks to be performed and the resources, consultants and the ODPS, performing the tasks.

4.5.4 Mandatory and Preferred Requirements and Qualifications/Personnel Profile Summaries:

The Offeror shall detail the Offeror and proposed resource(s) meet the mandatory and preferred requirements in their response to this RFQ (Attachment 4). The resource(s) must meet the mandatory minimum requirements in order to be eligible for consideration as identified and set forth in Section 2.2.

Experience must be fully documented.

During the interview process with the ODPS staff, the resource consultant(s) must demonstrate competence/experience in their specific area(s) of project assignment. The resource's experience must also be documented for review and verification. Offered resources not showing technical or functional competency/experience will be reason to reject the Offeror's quotation. It is the responsibility of the Offeror to pre-screen their candidates to ensure compliance.

Each RFQ response must include a profile for each resource consultant offered for the proposed ODPS Project.

4.5.4.1 References: Provide at least three (3) references for which each proposed resource has successfully demonstrated meeting the requirements of the Scope of Work on a project of similar size and scope in the previous five (5) years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and dates (month and year) of employment must be given for each reference. Each resource must provide a list of professional references that can attest to his/her specific qualifications. The references given should be a person the candidate reported to and not a co-worker.

If less than three (3) references are provided, the Offeror must include information as to why less than three (3) references were provided. The State may disqualify the quotation if less than three (3) references are given (Attachment 2).

4.5.4.2 Education and Training: This section must be completed to list the education and training for each proposed candidate and will demonstrate, in detail, the proposed candidate's ability to properly execute the contract based on the relevance of the education and training to the requirements of the SOW (Attachment 3).

4.5.4.3 Resume: Each resource's resume must follow/support the above criteria and show how the resource meets the qualifications listed for the position in the SOW.

4.5.4.4 Mandatory Experience and Qualifications: The offeror must complete this section to show how a resource meets the mandatory experience requirements, if any are applicable to that resource. If any resource does not meet the mandatory requirements

for the position the resource is proposed to fill, the Offeror's Quotation may be rejected as non-responsive (Attachment 4).

- 4.5.4.5 Required and Preferred Experience and Qualifications. The offeror must complete this section, if applicable, to show how its resource meets the experience requirements (Attachment 4).

For each form submitted, the offeror must provide the following information:

Candidate's Name.

Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the Offeror's Quotation. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the Offeror's organization, subsidiaries, partnerships, etc.

Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.

Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFQ. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work 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.

- 4.5.5 Resource(s) Interview/Time Commitment:

The Offeror must agree to submit referenced project team/resource(s) for interviews, in person at the ODPS discretion, during the period of August 14, 2010 through August 24, 2010. **No telephone interviews will be permitted. All interviews must be in person at the Ohio Department of Public Safety, Shipley Building, 1970 West Broad Street, Columbus, Ohio 43223.**

The Offeror must submit a statement and chart that clearly indicate the time commitment of each proposed resource to this assignment. The evaluation team may reject any quotation that commits any proposed resource to other projects/assignments during the term of the ODPS Project if the team believes that doing so will be detrimental to the Offeror's performance.

During the interview process the resource(s) must demonstrate their competency in their specific area(s) of project assignment. Additionally, the resource(s) must demonstrate excellent oral and written communication skills, knowledge in the English language, and their ability to speak clearly and understandably using the English language.

- 4.5.6 Offeror's Profile/Experience:

Each quotation must include a profile of the Offeror's relevant experience working on projects similar to this Project. The profile must also include the Offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of years in business, number of employees; number of employees engaged in work directly related to the Project; corporate information which demonstrates the depth of the company and the Offeror's ability to provide support and backup for proposed personnel and any other background information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachments 5 and 6).

4.5.7 Offeror References:

The Offeror must include at least three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to this Project. These references must be from projects that were completed within the previous five (5) years.

The State is interested in the Offeror's performance and responsibility in projects such as Public Safety's. References provided must agree to be interviewed by the State concerning the Offeror's products and services. Failure to provide three references may result in disqualification of quotation.

The following information is required for each reference:

- 4.5.7.1 Customer's name and address.
- 4.5.7.2 Contact name, title, and current phone number.
- 4.5.7.3 Date contract began and date completed. (mm/dd/yyyy)
- 4.5.7.4 Summary of the scope of the project and an explanation as to the relevance or similarity to this project and the type of reference being requested (Attachment 7).

4.5.8 Contract Performance:

The Offeror must provide the contract performance information for the past seven (7) years (Attachment 8).

4.5.9 A Contract between the Ohio Department of Public Safety and the Contractor:

The Offeror must submit a completed and signed contract signature page (Attachment 9).

5 Evaluation

5.1 **Review of Quotations:**

An evaluation team has been formed to determine the responsiveness of the quotations. The team shall be comprised of the ODPS personnel.

5.2 **Rejection of any/all Quotations:**

5.2.1 The ODPS may reject any quotations, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in determining the quotation is non-responsive. The Chief of Purchasing may waive irregularities or deviations only if doing so does not affect the amount of the quotation or result in an unfair competitive advantage to any Offeror.

5.2.2 The ODPS reserves the right to disqualify an Offeror's response and any quotations for the following reasons:

- 5.2.2.1 Failure to provide a signed original quotation (signature in Blue Ink).
- 5.2.2.2 Late RFQ responses.
- 5.2.2.3 Failure to provide required information and/or meet specifications.

5.2.3 In addition, should the quotations exceed the planned budget for this service; the ODPS may reject the quotations or try to negotiate a lower price.

5.3 **Evaluation Criteria:**

Factors that will determine the most responsive quotation shall be the costs and the evaluation factors listed below in order of importance. Factors include, but, are not limited to, the following:

- 5.3.1 Offerors proposed team's experience and skills.
- 5.3.2 Offeror profile.

5.3.3 Offeror references demonstrating the ability to complete this project based upon similar previous experience.

5.3.4 Offeror's expected ODPS personnel staffing commitment to complete this Project within the expected timeframe.

5.4 Basis of Award:

The award will be made to the lowest, responsive and responsible Offeror meeting the qualifications specified in this RFQ.

Balance of this page was left intentionally blank

ATTACHMENT 1**QUOTATION/COST SUMMARY TABLE**

Offerors will complete the Quotation/Cost Summary table, below, and identify all costs associated with performing the work. The ODPS is expecting that the rates quoted shall be significantly discounted from the standard rates.

The Offeror shall include the Standard Rate, Discount Rate (percentage off the standard list price), and the Offered Costs, in response to this Scope of Work. The following table is provided to provide this information.

(The following tables assume that the vendor will be selected by September 20, 2010, will begin work on September 30, 2010 and complete the work by December 10, 2010).

Offeror Name: _____

Task	Description	Standard Rate	Disc. Rate	Offered Cost
1	Conduct statewide survey of communications systems used throughout the State.	\$	%	\$
2	Using the survey information obtained in Task 1; the Contractor must determine the level of system-to-system and discipline-to-discipline interoperability existing at the jurisdiction, county, regional and statewide level.	\$	%	\$
3	Upload the survey information on communications systems Ohio CASM file.	\$	%	\$
4	Develop a report outlining the current interoperability condition of Ohio.	\$	%	\$
5	Compare survey results to 2003 survey contained in the Ohio SCIP and develop a report outlining improvements made in communications interoperability since the 2003 plan was developed.	\$	%	\$
6	Provide recommendations for addressing current interoperability weaknesses.	\$	%	\$
7	Update the Ohio SCIP.	\$	%	\$
Total Not-to-Exceed Total Cost				

Note 1: All supply costs will be at the expense of the Offeror.

Note 2: The Contractor will receive fifty percent (50%) of the total not to exceed fixed price upon completion and acceptance of Task 3 (upload the survey information on communications systems Ohio CASM file). Final payment will occur upon completion and acceptance of Task 7.

ATTACHMENT 2
CANDIDATE(S) REFERENCES

Candidate's Name:

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of project size, complexity and the candidate's role in this project.		

Note: A routine background check will be processed by the Ohio Department of Public Safety as soon as possible after the candidate has been accepted. Failure to pass the background check may result in immediate dismissal of the candidate; whereupon, the Offeror must submit a replacement candidate within the time limits as set forth in 3.2.6 Replacement Personnel of this RFQ.

**ATTACHMENT 3
CANDIDATE(S) EDUCATION AND TRAINING**

Candidate's Name:

This section must be completed to list the education and training of the proposed candidate(s).

Education and Training	Months/Years	Where Obtained	Degree/Major Year Earned
College			
Technical School			
Other Training			

ATTACHMENT 4

CANDIDATE(S) EXPERIENCE REQUIREMENT

Candidate's Name:

Mandatory Requirement 2.2.2: The Offeror's Project Lead must have been the Project Lead for at least one (1) project of similar size and scope within the last five (5) years.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

ATTACHMENT 4

CANDIDATE(S) EXPERIENCE REQUIREMENT

Candidate's Name:

Mandatory Requirement 2.2.3: At least one (1) member of the Offeror's project team must possess an undergraduate degree in a significantly related field [Electrical Engineering, Electronics, Telecommunications, RF promulgation and transmission, Electronic Design, etc.] from an accredited university.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

ATTACHMENT 4**CANDIDATE(S) EXPERIENCE REQUIREMENT**

Candidate's Name:

Mandatory Requirement 2.2.4: At least one (1) member of the Offeror's project team must have a minimum of two (2) projects where multiple wireless users had interoperability as a requirement

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

ATTACHMENT 4

CANDIDATE(S) EXPERIENCE REQUIREMENT

Candidate's Name:

Mandatory Requirement 2.2.5: At least one (1) member of the Offeror's project team must have a minimum of one (1) project where conceptualization, and/or development of strategies to provide options for interoperability was required among multiple users.

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related services provided:		

Client's Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of the related service provided:		

**ATTACHMENT 5
OFFEROR PROFILE FORM**

Offeror's Legal Name:	
Address:	
City, State, & Zip:	
Date Established:	Telephone:
Federal Tax ID Number:	FAX:
Principal Place of Business:	
Local Office Name from which Project will be Managed:	
Local Office Address:	
Local Office City, State, & Zip:	
Ownership:	
Firm Leadership:	
Number of Employees:	
Number of Employees Engaged in Work Directly Related to This Project:	
Contact Person:	Title:
Address:	Telephone:
City, State & Zip:	FAX:
E-Mail Address:	
Sub-Contractors that the Contractor will use on this project (if any):	
1.	
2.	
3.	
Any other background information that will help the Evaluation team gauge the ability of the Offeror to successfully complete the Project:	

**ATTACHMENT 6
OFFEROR EXPERIENCE FORM**

The Offeror must provide examples of experience:

Mandatory Requirement 2.2.1 - The Offeror must have completed at least two (2) projects of similar size and scope within the last five (5) years.		
Customer No. 1:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 2:	City & State:	
Contact:	Telephone:	
Title:	From:	To:
Customer No. 3:	City & State:	
Contact:	Telephone:	
Title:	From:	To:

ATTACHMENT 7

OFFEROR CUSTOMER REFERENCE FORM

Reference No. One		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Two		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

Reference No. Three		
Company Name:		Telephone:
Contact Name:		Extension:
City, State, & Zip:		
Program Name:		
Dates of Service:		
Description of Related Service Provided:		

ATTACHMENT 8**CONTRACT PERFORMANCE**

The Offeror must provide the following information for this section for the past seven years. Please indicate yes or no in each row.

Yes/No	Description
	Whether 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.
	Whether 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 government 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.
	Whether 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.
	Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	Whether the Offeror, any officer of the Offeror, or any owner of a 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.
	Whether the Offeror, any officer of the Offeror, or any owner with a 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 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 the evaluation team, such an answer and a review of the background details may result in a rejection of the Offeror's quotation. The team 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 the State.

ATTACHMENT 9

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

(CONTRACTOR)

THIS CONTRACT, which results from **RFQ 11-164, Statewide Communications Interoperability Plan (SCIP) Update**, is between the state of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

If this RFQ results in a contract award, the Contract will consist of this RFQ including all attachments, written amendments to this RFQ, the Contractor's quotation, and written, authorized amendments to the Contractor's quotation. 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 page attachment to the RFQ, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFQ. If there are conflicting provisions between the documents that make up the contract, the order of preference 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 quotation, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's quotation.

Notwithstanding the order listed above, purchase orders, 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.

This contract has an effective date of the later of _____, 2010, or the occurrence of all conditions precedent specified in the Terms and Conditions.

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

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

By:

By: Thomas J. Stickrath, Director

Title:

Ohio Department of Public Safety

Date:

Date:

ATTACHMENT 10

Background Information Form



**FACILITY ACCESS CARD REQUEST
NON-ODPS EMPLOYEE**

ODPS SPONSOR INFORMATION (ODPS employee responsible for individual requiring access)

OHIO DEPARTMENT OF PUBLIC SAFETY SPONSOR NAME	
SPONSOR DIV/SECTION/UNIT	SPONSOR PHONE # () -
SPONSOR SIGNATURE X	
REQUEST ACCESS BE GRANTED TO (building/location)	
TYPE OF ACCESS: <input type="checkbox"/> PICTURE ACCESS CARD WITH ACCESS RIGHTS	START DATE / /
<input type="checkbox"/> SIGN IN AND SIGN OUT/VISITORS BADGE	END DATE / /
REASON FOR ACCESS	

COMPANY OR AGENCY INFORMATION

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP CODE
EMERGENCY OFFICE PHONE # () -		
COMPANY SIGNATURE (i.e., Corporate Officer, Chief) X	PRINT NAME	

INFORMATION ON INDIVIDUAL REQUIRING ACCESS

LAST NAME	FIRST NAME	FULL MIDDLE NAME	
PRESENT ADDRESS	CITY	STATE	ZIP CODE
DATE OF BIRTH: (MM/DD/YY) / /	AUTO-GENERATED PIN #		
ALIASES AND/OR MAIDEN NAME	HOME PHONE # () -		
YOUR SUPERVISOR'S NAME (print)	SUPERVISOR OFFICE PHONE # () -		
LIST ANY FELONY OR MISDEMEANOR CONVICTIONS IN THE PAST TEN YEARS AND DATE OF CONVICTION:			
DRIVER LICENSE #/STATE ID/PASSPORT (ATTACH COPY OF LEGAL PICTURE ID)			
I _____, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE COMPLETE, TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH.			
SIGNATURE X			DATE

SUBMIT TO YOUR SPONSOR 30 DAYS PRIOR TO ARRIVING AT THE SITE. SPONSOR WILL COORDINATE THE ISSUANCE OF AN ODPS ACCESS CARD.

(DPS-505.02)

DPS 0166 4/10

ATTACHMENT 11**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“**Agreement**”) is made this ____ day of _____, 20____
by _____ (“**Contractor**”)

WHEREAS, Contractor holds a position of trust relative to the information received during the performance of the work on the project. By executing this Agreement, Contractor acknowledges and recognizes the responsibility entrusted to Contractor and to the state of Ohio in preserving the security and confidentiality of the information.

NOW THEREFORE, Contractor agrees as follows:

- 1.** The term "**Confidential Information**" shall mean any and all information which is disclosed by the State verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists, unpublished financial information, and personal information such as social security numbers, home addresses, telephone numbers, emergency contact information, and any other personal information.
- 2.** Contractor warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Contractor shall use Confidential Information in a manner consistent with the terms of this Agreement and only in furtherance of the work on the project. Contractor's internal disclosure of Confidential Information shall be only to those employees, contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Contractor shall promptly notify the State of any unauthorized disclosure or use of Confidential Information by any person and/or entity. Upon termination of this Agreement, or the State's written request, the Contractor shall cease use of the Confidential Information and immediately return all tangible Confidential Information to the State. With respect to Confidential Information stored in electronic form, the Contractor shall delete all such Confidential Information from its systems and certify in writing to the State that such information has been deleted.
- 3.** This Agreement imposes no obligation upon Contractor with respect to Confidential Information which Contractor can establish by legally sufficient evidence that such information: (a) was, prior to receipt from the State, in the possession of, or was rightfully known by Contractor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the State; (c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Contractor without the use of or reference to the Confidential Information. Contractor may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Contractor shall have given the State reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent.
- 4.** The Confidential Information is provided “as-is” and the State makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. The

State shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Contractor agrees that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of the State, nor shall this Agreement grant Contractor any rights in or to the Confidential Information, except the limited right to use such information in accordance with this Agreement.

5. Contractor will be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, and that breach of this Agreement may result in Contractor and Contractor’s organization being prohibited from participating in any future work with the Ohio Department of Public Safety.

6. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the state of Ohio, excluding choice of law principles. Contractor acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and the State shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Contractor has read and understands this Nondisclosure Agreement. Contractor’s signature below indicates Contractor’s agreement to all of the above terms.

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Attachment 12

CONFIDENTIALITY AND CONDUCT AGREEMENT

As part of this engagement by you with the state of Ohio, you hold a position of trust relative to the information received during the performance of the Work. By executing this Confidentiality and Conduct Agreement, you acknowledge and recognize the responsibility entrusted to you and to the state of Ohio in preserving the security and confidentiality of the information.

I will not disclose any confidential and/or sensitive information to third parties, unless otherwise authorized in writing by the State to do so.

I will use any confidential or sensitive information solely to do the Work.

I will restrict circulation of confidential and/or sensitive information within my organization and then only to people in my organization that have a need to know to do the Work.

Title to confidential and/or sensitive information and all related materials and documentation the State delivers to me will remain with the State.

I will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental.

I will not incorporate any portion of any confidential and/or sensitive information into anything, other than a Deliverable, and will have no proprietary interest in any of the confidential and/or sensitive information.

I will return all originals of any confidential information and destroy any copies I have made on termination or expiration of this project.

I will destroy any sensitive information (notes, work documents, documentation, etc.) that I have accumulated while doing the Work upon termination or expiration of this project.

I understand that I am not a representative of the state of Ohio and will not represent myself as such unless requested in writing by the State.

I understand that breach of this Agreement may result in my organization and I being prohibited from participating in any future work related to this project.

I have read and understand the Confidentiality and Conduct Agreement. My signature below indicates my agreement to all of the above terms.

BY: _____ TITLE: _____
(PLEASE PRINT)

SIGNATURE: _____ DATE: _____

SUPPLEMENT ONE

CASM information collection details:

Radio Systems	A Land Mobile Radio system includes an organized set of channels or talk groups used by an agency for communications		
	Radio System Name	Address of Radio System	System Make / Model
	Radio System Owner(s)	Latitude (dd:mm:ss.s N/S)	System Type (Trunked, Conventional, Both)
	Point of Contact	Longitude (dd:mm:ss.s E/W)	If trunked what type (P25, EDACS, Digital, etc.)
	Point of Contact Address	Area / Counties Served	Frequency / Band
	Point of Contact Phone Number		P25 Compliancy/Type
	Radio Comm Oversight POC		Encryption Protocol
Channel information	CTCSS (None, Tx, Rx, Both)		Repeated/ Simplex (Repeated, Simplex, Both)
	CDCSS (None, Tx, Rx, Both)		Analog/Digital (Analog, Digital, Both)
	Transmit Tone (select one from those listed)		Wideband/Narrowband (Wide, Narrow, Both)
	Receive Tone (select one from those listed)		Voted (Y/N)
	Channel Name		Simulcast (Y/N)
	Channel Description		Notes on Radio System
	Channel Frequency		
Talk Group Information	ID / Hexcode		
	Name / Designator		
	Talk Group Description		
	Is this programmed in all system radios (Y/N)		

Structures	Antenna and tower information		
-	Structure Name	Address of Structure	Structure Type (B- Bldg, BANT-Bldg w/ant on top, etc.)
	Structure Owner	Latitude (dd:mm:ss.s N/S)	Ground Elevation (meters)
	Point of Contact	Longitude (dd:mm:ss.s E/W)	Structure Height (meters)
	Point of Contact Address		Structure Height without appurtenances (meters)
	Point of Contact Phone Number		Receive Only Site (Y/N)
			Is there room for more antennas (Y/N)
			Notes on Structure / Tower

Mutual Aid	A radio channel or set of channels (system) that has a name and is recognized or known to be used for interoperability on a national, regional or community basis. An example is the National Public Safety Planning Advisory committee (NPSPAC) set of mutual aid channels.		
-	Mutual Aid System Name	Address of Mutual Aid System	Mutual Aid System Make/Model
	Point of Contact	Latitude (dd:mm:ss.s N/S)	Mutual Aid System Type (Fixed, Portable, Mobile)
	Point of Contact Address	Longitude (dd:mm:ss.s E/W)	Frequency / Band
	Point of Contact Phone Number	Service / Deployment Area	Repeated / Simplex
		Primary Usage (Incident / Full-time)	Conventional / Trunked
			Agencies Using This System (select from those in CASM)
			Notes on Mutual Aid System

Gateway -	An audio bridge device used by multiple Agencies to provide interoperability between dissimilar Radio Systems.		
	Gateway Name / Designation	Address of Gateway	Gateway Make/Model
	Gateway Owner/Responsible Agency	or where stored	Gateway Type (Fixed, Portable, Mobile)
	Point of Contact	Latitude (dd:mm:ss.s N/S)	Number of Simultaneous Nets
	Point of Contact Address	Longitude (dd:mm:ss.s E/W)	Number of Active Ports
	Point of Contact Phone Number	Service / Deployment Area	Notes on Gateway Device
		Primary Usage (Incident / Full-time)	

Dispatch Center -	A center that provides dispatch service for one or more Agencies.		
	It may or may not also perform as a Public Safety Answering Point (PSAP), may or may not provide console patches.		
	Dispatch Center Name / Designation	Dispatch Center Address	Dispatch Center Equipment Make/Model
	Dispatch Center Owner/Responsible Agency	Latitude (dd:mm:ss.s N/S)	Simultaneous Console Patches
	Point of Contact	Longitude (dd:mm:ss.s E/W)	Notes on Dispatch Center
	Point of Contact Address	Area / Counties Served	
	Point of Contact Phone Number	Is the Dispatch Center a PSAP (Y/N)	
Radio Cache -	A set of radios that is configured, stored, and available to support a response to an incident.		
	Radio Cache Name / Designation	Radio Cache Address	Make / Model of Radios
	Cache Owner/Responsible Agency	or where stored	Radio Frequency / Band
	Point of Contact	Latitude (dd:mm:ss.s N/S)	Number of Talk Groups / Channels
	Point of Contact Address	Longitude (dd:mm:ss.s E/W)	Agencies allowed to deploy (select from those in CASM)
	Point of Contact Phone Number		Notes on Radio Cache