

REQUEST FOR QUOTATION
12-188

**Minority Business Enterprise (MBE) Participatory Solicitation in
Accordance with Ohio Revised Code §125.081 Only Certified MBE
Quotations will be Honored**

Date Issued: December 27, 2011

The State of Ohio, through the Ohio Department of Public Safety (ODPS), Administration Division is requesting a quotation for:

RELOCATION SERVICES

You are invited to submit a quotation for the services described in this document.

Signed quotation must arrive by 3:00 P.M. January 10, 2012.

Faxed and e-mail quotations are permissible, but must be followed by original documentation no later than January 17, 2012.

Send to:

Mark A. Contosta, CPPO, CPPB
Chief, Purchasing
Ohio Department of Public Safety
1970 W. Broad St., 5th Floor
P.O. Box 182081
Columbus, Ohio 43218-2081
614-752-7823 (fax)
614-752-7876 (phone)

1 General Overview

1. Purpose:

The Ohio Department of Public Safety (ODPS) is soliciting quotations for a qualified Contractor to provide intrastate relocation and moving services to employees of the Department of Public Safety (ODPS) who are employed by, but not limited to, Division of Ohio State Highway Patrol, Bureau of Motor Vehicles, Administration, Office of Criminal Justice Services, Ohio Homeland Security, Emergency Medical Services Division, Emergency Management Agency, and Ohio Investigative Unit. These specifications cover the moving of family and household goods within the state in conjunction with required changes in assignment and relocation.

Although this contract is available for use by all of the above-listed ODPS Divisions, the only Division that has utilized the previous contract is the Ohio State Highway Patrol (OSHP). Currently, OSHP averages twenty (20) moves per year. Actual moves during one year of this contract may be more or less than 20.

This contract will cover all services normal to the industry, including, but not limited to, packing, packing materials (boxes, bubble wrap or other acceptable packing materials, cartons, tape, etc.) and crating of special items.

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.

This Agreement is to be effective from receipt of a purchase order through June 30, 2013. If intending to renew this Agreement, ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin at the start of the next biennium, July 1, 2013, and shall not extend beyond the expiration of the biennium in which the renewal commences. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ODPS. The maximum duration of this contract will be until June 30, 2015.

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.

2. Background:

When ODPS personnel receive promotions or transfers requiring a move or relocation, relocation expenses will be authorized and paid for by ODPS when the relocation of an employee and his or her family is required in conjunction with a transfer in assignment initiated by the ODPS Headquarters.

3. Objective:

The purpose of this Request for Quotation (RFQ) is to establish a contract for the intrastate relocation and moving of employees within the ODPS, including, but not limited to, Division of Ohio State Highway Patrol, Bureau of Motor Vehicles, Administration, Office of Criminal Justice Services, Ohio Homeland Security, Emergency Medical Services Division, Emergency Management Agency, and Ohio Investigative Unit. These specifications cover the moving of family and household goods within the state in conjunction with required changes in assignment and relocation. Although this contract is available for use by all of the above-listed ODPS Divisions, the only Division that has utilized the previous contract is the Ohio State Highway Patrol (OSHP). Currently, OSHP averages twenty (20) moves per year. Actual moves during one year of this contract may be more or less than 20.

2 Specifications

2.1 Scope of Work:

2.1.1 This contract will cover all services normal to the industry, including, but not limited to, packing, packing materials (boxes, bubble wrap or other acceptable packing materials, cartons, tape, etc.) crating of special items, shuttles, connection and disconnection of washers, dryers (gas and electric, regular and "front loading" units), stove, freezer, refrigerator, unpacking and moving of all household possessions.

Office and Industrial (O&I) moves are not part of this contract.

- 2.1.2. Relocation expenses will be authorized and paid for by the ODPS when the relocation of an employee and his or her family is required in conjunction with a transfer in assignment initiated by the ODPS Headquarters.
- 2.1.3. The awarded Contractor for a specific Contract District will be responsible for all ODPS household goods moves that originate in that Contract District. See Appendix A for Contract District listing by county.
- 2.1.4. Garage items, aquariums, (employee will be responsible to drain tank and move fish, refill at destination), and waterbeds (employee will be responsible to drain and refill at destination) are included in the Contract. Standard and riding gas powered lawn mowers will be covered under the contract (employee will be responsible to drain gasoline and oil). All shipments must be weighed on a Certified Scale and the Contractor must obtain and provide Certified Weight Ticket(s).
- 2.1.5. The contract will not cover moving costs associated with boats, motorcycles, vehicles and outbuildings or any non-household items requiring disassembly, such as swings, play units, trampolines, etc.
- 2.1.6. Standard services will also include stair flight carries and elevator lifts at both the point of origin and destination, if needed.
- 2.1.7. Temporary storage to be provided as an optional cost-to-employee wishing to store household items.
- 2.1.8. All boxes must be clearly marked with room or content description.
- 2.1.9. All glass and other breakable items must be packed separately.
- 2.1.10. Over-packing boxes is not permitted.

2.2 Work Requirements:

- 2.2.1. The Contractor shall furnish all labor, materials, equipment, and resources necessary to accomplish the services described herein. The Contractor shall possess expertise in residential moving and storage.
- 2.2.2. Contractor and his employees must be professional and courteous at all times.
- 2.2.3. The Contractor must furnish trained and experienced labor and supervision, equipment and supplies for proper preparation, sorting, packing, protected transportation, unpacking, and placement of all items.
- 2.2.4. The Contractor must complete a mandatory pre-move site survey within one (1) week of assignment to relocate personnel. The survey shall be performed in an accurate, professional and expeditious manner so as to least inconvenience the customer. Accurate and complete inventory of the employee’s goods should be taken at the time of the survey. The Contractor must provide to the ODPS Headquarters, in writing, a guaranteed-not-to-exceed cost estimate for the move. Telephone estimates will not be acceptable. Prior to scheduling a move date, the Contractor must forward, for approval, all estimates to the agency-designated personnel at the ODPS Headquarters. The ODPS will pay the lesser of either the maximum amount listed on the estimate, or charges determined by applying the moving company’s bid discount to the rates contained in its tariff.
- 2.2.5. The following are general average statistics for the previous approximate one (1) year period for relocations (based on twenty [20] relocations):

1.	Average Distance of relocation		85	Miles
2.	Average weight of relocation		14,000	Pounds
3.	Average number of cartons		156	Assorted cartons
4.	Break down by carton type			
	a.	Dish pack	20	Cartons
	b.	1.5 cu. carton	35	Cartons
	c.	3 cu. carton	38	Cartons
	d.	4.5 cu. carton	21	Cartons
	e.	6 cu. carton	4	Cartons

	f.	Wardrobe		20	Cartons
	g.	Mirror carton		8	Cartons
	h.	Crib carton		3	Cartons
	i.	Single mattress carton		2	Cartons
	j.	Double mattress carton		2	Cartons
	k.	King/queen carton		3	Cartons

2.3 **Mandatory Qualifications:**

2.3.1. Public Utilities Commission of Ohio Certificate.

The Offeror/Contractor shall possess a Household Goods Certificate issued by the Public Utilities Commission of Ohio (PUCO) and shall remain in good standing with the PUCO for the duration of this contract. If the Contractor fails to maintain good standing with the PUCO during this contract, that failure may be cause for contract cancellation.

2.3.2. Contractor.

The Contractor shall have five (5) consecutive years experience providing similar services. The Contractor will submit three (3) references for the moves.

2.3.3. Supervisor.

The supervisor shall be a full time employee of the Contractor and shall have at least five (5) years experience in the residential moving industry. The supervisor's resume shall be submitted with the Offeror's response.

2.3.4. Contractor Personnel.

All members of the move crew shall be permanent employees of the Contractor. Move crew must be professional and courteous at all times. This crew will include, as needed: supervisors, movers and drivers. The move crew shall be trained and have at least six (6) months experience in residential moving. All crew personnel must be identified by uniforms and/or identification badges while working on the ODPS moves. Uniforms shall be clean.

2.3.5. Account Coordinator.

Contractor shall provide a specific coordinator who will be the primary contact for all personnel relocations. This coordinator shall provide the following services for the relocation.

2.3.5.1. Coordinator will confirm move schedule one (1) week prior to the move date. The ODPS will notify the coordinator of any possible changes to the location.

2.3.5.2 A twenty-four (24) hour call must be made to the relocating party notifying them of the packing crew's arrival.

2.3.6. The Contractor must have in place, at the time of bid submittal, the personnel, internal procedures, and other resources required under the terms of this contract to assure successful performance herein. Documentation is to include, at a minimum:

- 2.3.6.1. Name of assigned account coordinator.
- 2.3.6.2. 24-hour emergency contact number.
- 2.3.6.3. Total warehouse capacity.
- 2.3.6.4. Warehouse locations.
- 2.3.6.5. Tractor count.
- 2.3.6.6. Trailer count.
- 2.3.6.7. Straight trucks.
- 2.3.6.8. Maximum number of days to settle claims.

2.4 **Move:**

2.4.1. The Contractor will prepare all personal belongings of the customer so as to provide safe relocation of all items transported. Any items requiring disassembly by the Contractor at the origin will be reassembled at the destination. No used packing material will be permitted.

2.4.2. The Contractor will take every precaution necessary by crating, packing, pad wrapping and securing of items within the truck or trailer so as to provide safe transport of these items.

- 2.4.3. The Contractor shall provide secure overnight storage at no additional charge, when required, of loaded trucks for delivery the next day.
- 2.4.4. The Contractor shall be responsible for taking all necessary steps to protect the residence of the employee during the moving of items in and out of the residence. The Contractor will be responsible for repair of any and all damages made by the Contractor to the resident properties.
- 2.4.5. The Contractor must provide relocation services at the contracted rates on non-holidays, Monday through Saturday, unless mutually agreed to by the employee, the ODPS and the Contractor.
- 2.4.6. The Contractor must provide all documents needed to conform to all local and state laws and regulations. The Contractor shall provide detailed inventories of all items which will be used in the settlement of any claims made by the employee as a result of the move. Proper documentation verifying all services performed must be provided; e.g., certified weight tickets, signed inventories, etc.
- 2.4.7. The Contractor shall:
 - 2.4.7.1. Contact the ODPS employee with any scheduling changes.
 - 2.4.7.2. Adhere to appropriate times agreed upon with the ODPS employee for packing, unloading and delivery.
 - 2.4.7.3. Be responsible for any damage to the ODPS employee property (including driveways, walkways and grass/sod areas) at both origin and destination locations.
 - 2.4.7.4. Be responsible for appropriate accommodations that may be required due to inaccurate scheduling/planning changes.
 - 2.4.7.5. Maintain Cargo Insurance coverage for the full value of the goods transported.

2.5 Moving Rates:

- 2.5.1. Rates charged for all services performed under any resultant contract shall be the Contractor's discounted current PUCO tariff.
- 2.5.2. Any billable service provided by the Contractor not specifically addressed herein must be approved by the ODPS representative prior to service being performed.
- 2.5.3. Warehouse handling and monthly storage costs will be paid by the ODPS employee.

2.6 Reimbursement for Lost or Damaged Goods:

The ODPS will only accept Full Value Replacement Cost (No Deductible) reimbursement for lost or damaged goods. The Full Value Replacement Cost shall be the declared value of the shipment as determined by the ODPS employee being moved. Prior to the move, the stated Replacement Cost will be reviewed by ODPS Management. Valuation charges shall be based on the stated Full Value Replacement Cost.

2.7 Supporting Information:

- 2.7.1. Billing
 - 2.7.1.1. All relocations must be billed to the Ohio Department of Public Safety after completion of each move. Payment will be made upon receipt of a proper invoice to include documentation; (e.g., certified weight tickets, signed inventories, etc). The ODPS will pay for packing materials, packing & unpacking services, moving all household possessions (including lawn riding mowers), and special crating.
 - 2.7.1.2. In addition, charges for special services, handling of heavy articles, containers and additional insurance will be paid for by the ODPS.
 - 2.7.1.3. The ODPS will not pay for moving boats, motorcycles, outbuildings and similar items.

2.8 The ODPS State Work Support Requirements:

- 2.8.1 The following items will be provided to the selected Offeror by the ODPS point of contact as determined by the Offeror's quotation.
 - 2.8.1.1. Any reasonable request for access to the ODPS places of business.
 - 2.8.1.2. Help in setting up interview access with the ODPS personnel.

2.8.2. 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:

- 2.8.2.1. Nature and extent of State support required;
- 2.8.2.2. Assistance from State staff and the experience/qualification level required; and
- 2.8.2.3. Other support requirements.

2.8.3. 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.

2.9 Estimated Schedule:

RFQ Release	December 27, 2011
Inquiry Period Begins	December 28, 2011
Inquiry Period Ends	January 6, 2012
RFQ opening	January 10, 2012 at 3:00 p.m. EST
Evaluation	January 11 thru 17, 2012
Anticipated Award Date	January 18, 2012

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. Contract Term:

This Agreement is to be effective from receipt of a purchase order through June 30, 2013. If intending to renew this Agreement, the ODPS shall give written notice to Independent Contractor prior to expiration. Upon mutual agreement of both parties, and contingent upon appropriation of such funds by the General Assembly, such renewal shall begin be from, July 1, 2013 through June 30, 2015.

3.3. Contract Extension:

The ODPS may unilaterally extend 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.

3.4. Compensation:

3.4.1. 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. The Ohio Revised Code (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.

3.4.2. 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. The Ohio Revised Code does not allow the State to pay deposits or make payment in advance, partial or otherwise, for goods and services. Payment will be made on receipt of a proper invoice, for the goods or services, after receipt of the goods or services.

Ohio Department of Public Safety
Attn: Fiscal Services (OSH)
P.O. Box 182074
Columbus, Ohio 43218-2074

3.4.3. 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.

3.5 Insurance:

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

3.5.1 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.

3.5.2 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:

- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 500,000 Per Occurrence Limit
- \$ 500,000 Personal and Advertising Injury Limit

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.

3.5.3 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.

3.6 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.

3.7 Equal Opportunity Requirements:

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.8 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.

3.9 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).

3.10 Ohio Ethics Clause:

Per O.R.C. 102.04 (D): The Contractor affirms by the Contractor's signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

3.10.1 The Contractor is supplying the goods and/or services which are subject of this agreement to an agency other than the one with which he/she serves; AND

3.10.2 The Contractor has filed the required statements with the following agencies:

3.10.2.1 The appropriate ethics commission; AND

3.10.2.2 The public agency with which he/she serves; AND

3.10.2.3 The public agency to whom the goods and/or services will be provided.

3.11 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:

3.11.1 (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

3.11.2 (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,

3.11.3 (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>

3.12 Executive Order 2011-12K, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided in Attachment 10. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response.

3.12.1 Executive Order Requirements:

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

3.12.2 Termination, Sanction, Damages:

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

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

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

3.12.3 Assignment / Delegation:

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

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

3.18 Governing Law:

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.

3.19 Suspension/Termination:

3.19.1 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.

3.19.2 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.

3.19.3 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.

3.19.4 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:

3.19.4.1 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.

3.19.4.2 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.

3.19.5 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.

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.

3.20 Background Check:

Upon Contract award, the Contractor and all staff involved in the Project must undergo a complete and thorough background check, at the ODPS' expense. This will include previous work addresses for the last ten (10) years. An extensive investigation will be conducted by the ODPS prior to the assignment of the Contractor's staff to begin work onsite at the ODPS.

Background checks will be performed to determine if current or potential employees of the Contractor or subcontractor(s), have any types of convictions in the following areas:

1. Any record of violence, domestic or otherwise;

2. Drug-related convictions;
3. Theft;
4. Other offenses deemed at risk to the facility or its population.

Those employees and potential employees of the Contractor and subcontractor(s) with felony convictions or other criminal records, unless specifically approved by the ODPS, will not be permitted to be employed on this Project (See Attachment 11, "Background Information" Form DPS0166).

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 Sub-contracting:

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

3.27 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:

3.27.1 Failure of the resource(s) to meet the Mandatory Requirements and Qualifications identified in this RFQ.

3.27.2 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.

3.27.2.1 The public agency to whom the goods and/or services will be provided.

3.28 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 3.27 Replacement Personnel of this RFQ (See Attachment 12, Nondisclosure Agreement).

3.29 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 3.27 Replacement Personnel of this RFQ (See Attachment 13, Confidentiality and Conduct Agreement).

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 2.8, 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 January 9, 2012.

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 to 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., January 10, 2012 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 one (1) copy of the Quotation on CD-ROM in Microsoft Word, Microsoft Excel, 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 the 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 Donald J. McClure at (614) 752-0429. 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 December 10, 2012) 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 (Attachment 1) and cost tables found in Attachment A through E using the Contract District Table Appendix A 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 and cost tables in the exact format provided. Any reformatting may cause the State to reject the Offeror's quotation. These forms/tables and associated instructions are what the State projects as the final Cost Summary forms/tables at the present time. The State reserves the right to modify the Cost Summary forms/tables and instructions at the time qualified Offerors are invited to submit their not-to-exceed fixed price quotation. Completed Cost Table forms/tables are to be provided when the quotations are submitted.

Offerors are to copy as many forms/tables 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 Districts A through E) and the Offeror must identify all costs associated with performing the work.

4.5.3 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 2.3. The State will not consider overlapping months of experience toward meeting the experience requirements.

Experience, including environments, must be fully documented.

During the interview process with the ODPS staff, the resource(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 offered for the proposed ODPS Project.

4.5.3.1 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, organization, 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).

4.5.3.2 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).

4.5.3.3 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.

4.5.3.4 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).

4.5.3.5 Required and Preferred Experience and Qualifications. The Offeror must complete this section, if applicable, to show how its resource(s) meet 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, organization 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 organization.

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.

4.5.5 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, information that will help the evaluation team gauge the ability of the Offeror to successfully complete the Project (Attachments 5 and 6).

4.5.6 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:

4.5.6.1 Customer's name and address.

4.5.6.2 Contact name, title, and current phone number.

4.5.6.3 Date contract began and date completed.

4.5.6.4 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).

4.5.7 Contract Performance:

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

4.5.8 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).

4.5.9 Executive Order 2011-12K, Banning the Expenditure of Public Funds for Offshore Services:

The Offeror must submit a completed and signed Contractor / Subcontractor Affirmation and Disclosure (Attachment 10).

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 Offeror's proposed resource(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.

5.4 Basis of Award:

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

Appendix A

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

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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 Part Description and Part Number, Standard Rate, Discount Rate (percentage off the standard list price), Offered Costs, and the Extended Cost in response to this Scope of Work. If needed, the Offeror may include additional costs as determined by the Offeror to complete the SOW. The following table is provided to assist in providing this information.

(The following tables assume that the vendor will be selected by tbd, will begin work on tbd and complete the work by within tbd,).

Offeror Name: _____

PRICE SCHEDULE:

Bidder's PUCO Certificate No.	139517-HG
Bidder's Tariff No. and Effective Date	PUCO 49, effective 08/15/2002
ITEM ID FOR ALL CONTRACT DISTRICTS:	0000000014562
For Moves originating in Contract District	Percentage Discount from PUCO Tariff
A	25.000 %
B	20.000 %
C	20.000 %
D	30.000 %
E	25.000 %

The Contractor must apply the quoted discount to each invoice for services performed under any resultant contract.

PRICE SCHEDULE - HOUSEHOLD MOVING PRICE QUOTE FOR MOVE ORIGINATING FROM CONTRACT DISTRICT A

Using your discounted current PUCO tariff, cost out a move from Lima, OH to Warren, OH (Distance = 199 miles)
 Weight: 14,000 lb. Declared Value: \$37,500.00

CARTONS	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Charge	Quantity	Rate	Charge	Quantity	Rate	Charge
Dish-pack	20	\$	\$	200	\$	\$	20	\$	\$
1.5 cubic feet	35	\$	\$	35	\$	\$	35	\$	\$
3.0 cubic feet	38	\$	\$	38	\$	\$	38	\$	\$
4.5 cubic feet	21	\$	\$	21	\$	\$	21	\$	\$
6.0 cubic feet	4	\$	\$	4	\$	\$	4	\$	\$
Mirror	8	\$	\$	8	\$	\$	8	\$	\$
Wardrobe	20	\$	\$	20	\$	\$	20	\$	\$
MATTRESS CARTONS									
Crib	3	\$	\$	3	\$	\$	3	\$	\$
Single	2	\$	\$	2	\$	\$	2	\$	\$
Double	2	\$	\$	2	\$	\$	2	\$	\$
Queen/King	3	\$	\$	3	\$	\$	3	\$	\$
			Total Charges for Containers \$			Total Charges for Packing \$			Total Charges for Unpacking \$

ADDITIONAL ITEM	QUANTITY	CHARGE	ADDITIONAL ITEM	QUANTITY	CHARGE
Appliance (Laundry Washer) (Origin service)	1	\$	Crate (3 cu. ft)	2	\$
Appliance (Laundry Washer) (Destination service)	1	\$	Crate (5 cu. ft.)	1	\$
Appliance (Laundry Dryer) (Origin service)	1	\$	Transportation	199 miles	\$
Appliance (Laundry Dryer) (Destination service)	1	\$	Valuation, Replacement Cost, No Deductible		\$
			Total Charges For Additional Items		\$

Bidder's PUCO Certificate No.	Discounted Grand Total for Contract District A	\$
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PRICE SCHEDULE - HOUSEHOLD MOVING PRICE QUOTE FOR MOVE ORIGINATING FROM CONTRACT DISTRICT B

Using your discounted current PUCO tariff, cost out a move from Ashland, OH to Cadiz, OH (Distance = 90 miles)
 Weight: 15,500 lb. Declared Value: \$45,000.00

CARTONS	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Charge	Quantity	Rate	Charge	Quantity	Rate	Charge
Dish-pack	20	\$	\$	20	\$	\$	20	\$	\$
1.5 cubic feet	35	\$	\$	35	\$	\$	35	\$	\$
3.0 cubic feet	38	\$	\$	38	\$	\$	38	\$	\$
4.5 cubic feet	21	\$	\$	21	\$	\$	21		\$
6.0 cubic feet	4	\$	\$	4	\$	\$	4	\$	\$
Mirror	8	\$	\$	8	\$	\$	8	\$	\$
Wardrobe	20	\$	\$	20	\$	\$	20	\$	\$
MATTRESS CARTONS									
Crib	3	\$	\$	3	\$	\$	3	\$	\$
Single	2	\$	\$	2	\$	\$	2	\$	\$
Double	2	\$	\$	2	\$	\$	2	\$	\$
Queen/King	3	\$	\$	3	\$	\$	3	\$	\$
			Total Charges for Containers			Total Charges for Packing			Total Charges for Unpacking
						\$			\$

ADDITIONAL ITEM	QUANTITY	CHARGE	ADDITIONAL ITEM	QUANTITY	CHARGE
Appliance (Laundry Washer) (Origin service)	1	\$	Crate (3 cu. ft.)	2	\$
Appliance (Laundry Washer) (Destination service)	1	\$	Crate (5 cu. ft.)	1	\$
Appliance (Laundry Dryer) (Origin service)	1	\$	Transportation	90 miles	\$
Appliance (Laundry Dryer) (Destination service)	1	\$	Valuation, Replacement Cost, No Deductible		\$
			Total Charges For Additional Items		\$

Bidder's PUCO Certificate No.	Discounted Grand Total for Contract District B	\$
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PRICE SCHEDULE - HOUSEHOLD MOVING PRICE QUOTE FOR MOVE ORIGINATING FROM CONTRACT DISTRICT C

Using your discounted current PUCO tariff, cost out a move from St. Clairsville, OH to Zanesville, OH (Distance = 63 miles)

Weight: 10,750 lb. Declared Value: \$20,000.00

	CONTAINERS			PACKING			UNPACKING		
CARTONS	Quantity	Rate	Charge	Quantity	Rate	Charge	Quantity	Rate	Charge
Dish-pack	20	\$	\$	20	\$	\$	20	\$	\$
1.5 cubic feet	35	\$	\$	35	\$	\$	35	\$	\$
3.0 cubic feet	38	\$	\$	38	\$	\$	38	\$	\$
4.5 cubic feet	21	\$	\$	21	\$	\$	21	\$	\$
6.0 cubic feet	4	\$	\$	4	\$	\$	4	\$	\$
Mirror	8	\$	\$	8	\$	\$	8	\$	\$
Wardrobe	20	\$	\$	20	\$	\$	20	\$	\$
MATTRESS CARTONS									
Crib	3	\$	\$	3	\$	\$	3	\$	\$
Single	2	\$	\$	2	\$	\$	2	\$	\$
Double	2	\$	\$	2	\$	\$	2	\$	\$
Queen/King	3	\$	\$	3	\$	\$	3	\$	\$
			Total Charges for Containers \$			Total Charges for Packing \$			Total Charges for Unpacking \$

ADDITIONAL ITEM	QUANTITY	CHARGE	ADDITIONAL ITEM	QUANTITY	CHARGE
Appliance (Laundry Washer) (Origin service)	1	\$	Crate (3 cu. ft)	2	\$
Appliance (Laundry Washer) (Destination service)	1	\$	Crate (5 cu. ft.)	1	\$
Appliance (Laundry Dryer) (Origin service)	1	\$	Transportation	63 miles	\$
Appliance (Laundry Dryer) (Destination service)	1	\$	Valuation, Replacement Cost, No Deductible		\$
			Total Charges For Additional Items		\$

Bidder's PUCO Certificate No.	Discounted Grand Total for Contract District C	\$
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PRICE SCHEDULE - HOUSEHOLD MOVING PRICE QUOTE FOR MOVE ORIGINATING FROM CONTRACT DISTRICT D

Using your discounted current PUCO tariff, cost out a move from Dayton, OH to Youngstown, OH (Distance = 246 miles)

Weight: 14,500 lb. Declared Value: \$40,000.00

	CONTAINERS			PACKING			UNPACKING		
CARTONS	Quantity	Rate	Charge	Quantity	Rate	Charge	Quantity	Rate	Charge
Dish-pack	20	\$	\$	20	\$	\$	20	\$	\$
1.5 cubic feet	35	\$	\$	35	\$	\$	35	\$	\$
3.0 cubic feet	38	\$	\$	38	\$	\$	38	\$	\$
4.5 cubic feet	21	\$	\$	21	\$	\$	21	\$	\$
6.0 cubic feet	4	\$	\$	4	\$	\$	4	\$	\$
Mirror	8	\$	\$	8	\$	\$	8	\$	\$
Wardrobe	20	\$	\$	20	\$	\$	20	\$	\$
MATTRESS CARTONS									
Crib	3	\$	\$	3	\$	\$	3	\$	\$
Single	2	\$	\$	2	\$	\$	2	\$	\$
Double	2	\$	\$	2	\$	\$	2	\$	\$
Queen/King	3	\$	\$	3	\$	\$	3	\$	\$
			Total Charges for Containers \$			Total Charges for Packing \$			Total Charges for Unpacking \$

ADDITIONAL ITEM	QUANTITY	CHARGE	ADDITIONAL ITEM	QUANTITY	CHARGE
Appliance (Laundry Washer) (Origin service)	1	\$	Crate (3 cu. ft)	2	\$
Appliance (Laundry Washer) (Destination service)	1	\$	Crate (5 cu. ft.)	1	\$
Appliance (Laundry Dryer) (Origin service)	1	\$	Transportation	246 miles	\$
Appliance (Laundry Dryer) (Destination service)	1	\$	Valuation, Replacement Cost, No Deductible		\$
			Total Charges For Additional Items		\$

Bidder's PUCO Certificate No.	Discounted Grand Total for Contract District D	\$
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PRICE SCHEDULE - HOUSEHOLD MOVING PRICE QUOTE FOR MOVE ORIGINATING FROM CONTRACT DISTRICT E

Using your discounted current PUCO tariff, cost out a move from Delaware, OH to Gallipolis, OH (Distance = 131 miles)

Weight: 13,750 lb. Declared Value: \$30,000.00

CARTONS	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Charge	Quantity	Rate	Charge	Quantity	Rate	Charge
Dish-pack	20	\$	\$	20	\$	\$	20	\$	\$
1.5 cubic feet	35	\$	\$	35	\$	\$	35	\$	\$
3.0 cubic feet	38	\$	\$	38	\$	\$	38	\$	\$
4.5 cubic feet	21	\$	\$	21	\$	\$	21	\$	\$
6.0 cubic feet	4	\$	\$	4	\$	\$	4	\$	\$
Mirror	8	\$	\$	8	\$	\$	8	\$	\$
Wardrobe	20	\$	\$	20	\$	\$	20	\$	\$
MATTRESS CARTONS									
Crib	3	\$	\$	3	\$	\$	3	\$	\$
Single	2	\$	\$	2	\$	\$	2	\$	\$
Double	2	\$	\$	2	\$	\$	2	\$	\$
Queen/King	3	\$	\$	3	\$	\$	3	\$	\$
			Total Charges for Containers \$			Total Charges for Packing \$			Total Charges for Unpacking \$

ADDITIONAL ITEM	QUANTITY	CHARGE	ADDITIONAL ITEM	QUANTITY	CHARGE
Appliance (Laundry Washer) (Origin service)	1	\$	Crate (3 cu. ft)	2	\$
Appliance (Laundry Washer) (Destination service)	1	\$	Crate (5 cu. ft.)	1	\$
Appliance (Laundry Dryer) (Origin service)	1	\$	Transportation	131 miles	\$
Appliance (Laundry Dryer) (Destination service)	1	\$	Valuation, Replacement Cost, No Deductible		\$
			Total Charges For Additional Items		\$

Bidder's PUCO Certificate No.	Discounted Grand Total for Contract District E	\$
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ATTACHMENT 1 (CONT)

REQUIRED CERTIFICATION

Those offerors claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Offerors who qualify as an "Ohio" offeror (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State offeror are eligible to receive a five percent (5%) preference over non-Ohio/Border State offerors. The Ohio Department of Public Safety reserves the right to clarify any information during the evaluation process. **OFFERORS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA):

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada _____ Mexico _____ (Go to Section B-1)
 Other: (Specify Country) _____ (Go to Section A-2)
2. End product is manufactured outside the United States and at least fifty percent (50%) of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes: _____ (Go to Section B-1) No _____ (Go to Section A-3)
3. The offeror hereby certifies that each product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produces, grown or manufactured outside the United States.
 _____ (Item) _____ (Country of Origin)
 _____ (Item) _____ (Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than six percent (6%). Pursuant to FAR, Part 25, the State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any suppliers or services originating from sources within, or that were located in or transported through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes: _____ (Go to Section C) No _____ (Go to Section B-2)
2. Offeror has significant economic presence within the State of Ohio.
 Yes: _____ (Answer a, b, c, and d below) No _____ (Go to Section B-3)
 - A) Offeror has paid the required taxes due the State of Ohio.
 Yes: _____ No _____
 - B) Offeror is registered with the Ohio Secretary of State. Questions regarding registration should be directed to (614)466-3910 or visit their website at <http://www.sos.state.oh.us/>.
 Yes (Charter/Registration Number): _____ No _____
 - C) Offeror has ten or more employees based in Ohio or Border State.
 Yes: _____ No _____ (Go to Section B-2d)
 - D) Offeror has seventy-five (75%) or more employees based in Ohio or Border State.
 Yes: _____ No _____ (Go to Section B-3)
3. Border State offeror.
 Yes (Specify which State [KY, MI, NY, PA, or IN]) _____ No _____ (Go to Section B-4)
4. Border State offeror: mined products mined in respective border state.
 Yes: _____ No _____ Not Applicable _____

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 3.7 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:

REQUIREMENT 2.3.1: Offeror must possess a Household Goods Certificate issued by the Public Utilities Commission of Ohio (PUCO) and shall remain in good standing with the PUCO for the duration of this contract.

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:

REQUIREMENT 2.3.2: The Offeror shall have five (5) consecutive years experience providing similar services. The bidder will submit three (3) references for the moves.

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:

REQUIREMENT 2.3.3: The supervisor shall be a full time employee of the Contractor and shall have at least five (5) years experience in the residential moving industry.

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:

REQUIREMENT 2.3.4: All members of the move crew shall be permanent employees of the Contractor. This crew will include, as needed: supervisors, movers and drivers. The move crew shall be trained and have at least six (6) months experience in residential moving.

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:

REQUIREMENT 2.3.5: Contractor shall provide a specific coordinator who will be the primary contact for all personnel relocations. This coordinator shall provide the following services for the relocation – One week confirmation of move date and 24 hour of packing crews arrival time.

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:

REQUIREMENT 2.3.6: The Offeror must have in place, at the time of bid submittal, the personnel, internal procedures, and other resources required under the terms of this contract to assure successful performance herein. See list at 2.3.6 page 4.

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 6
OFFEROR EXPERIENCE FORM**

The Offeror must provide examples of experience:

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 12-188, Relocation Services**, 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 _____, 201_, 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 P. Charles, Director

Title:

Ohio Department of Public Safety

Date:

Date:

ATTACHMENT 10

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

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

The Bidder/Offeror 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 Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(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)

ATTACHMENT 10

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (CONT)

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)

NAME: _____
(PLEASE PRINT)

TITLE: _____

SIGNATURE: _____

DATE: _____

List any felony or misdemeanor convictions in the past ten years, the date of convictions, and the city and state of such convictions.

List any traffic citations or accidents in the past five years, excluding parking infractions. Include the date of citations or accidents, and the city and state of such citations or accidents.

List any disciplines or actions taken against you for a breach of ethics or unprofessional conduct.

Briefly describe any other information which could prevent you from acting in the best interest of the state, or which could be an embarrassment to the state if disclosed.

List any pending civil suits in which you are a plaintiff or defendant, and any unresolved bankruptcy actions in which you are a debtor.

Are you currently in arrears on any court-ordered child support payments?
 Yes No
 If yes, please explain.

*Within the past three years, have you been assessed a penalty for failure to file a timely federal or state personal income tax return or for failure to pay taxes owed?
 Yes No
 If yes, please explain.

IF YOU HAVE BEEN HIRED FOR A POSITION INVOLVING FISCAL RESPONSIBILITY, PERSONNEL MATTERS, CONTRACT PROCUREMENT, OR YOU SUPERVISE SUCH EMPLOYEES; PLEASE COMPLETE THE NEXT TWO SECTIONS OF THIS FORM.

List any current outstanding debts over \$10,000.

List any current outstanding judgments or garnishments against you.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THIS STATEMENT.

I, _____, CERTIFY THAT ALL OF THE ANSWERS AND STATEMENTS ON THIS FORM ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ARE MADE IN GOOD FAITH. I UNDERSTAND THAT INACCURATE OR UNTRUTHFUL RESPONSES TO THE QUESTIONS CONTAINED IN THIS FORM MAY BE THE BASIS FOR REFUSAL OF EMPLOYMENT WITH THE STATE OF OHIO.

SIGNATURE X	DATE
-----------------------	------

I SPECIFICALLY AUTHORIZE ANY LAW ENFORCEMENT AGENCY TO RELEASE MY RECORDS OR INFORMATION TO THE DIRECTOR OF THE OHIO DEPARTMENT OF PUBLIC SAFETY OR HIS DESIGNEE.

SIGNATURE X	DATE
-----------------------	------

DISCLOSURE QUESTIONNAIRE

NAME	POSITION SOUGHT
------	-----------------

Please type or print answers to each of the questions set forth below. Failure to answer any question truthfully may disqualify you from the position you seek. If an untruthful answer is subsequently discovered, it may be grounds to discharge you from that position. The truthful answer to any question or questions may not necessarily disqualify you from the position you seek, but your answers to these questions will constitute part of the information upon which the decision as to your employment is based. If the space provided for an answer is inadequate, please attach additional sheets for such answers.

<p>Have you ever been a member of the armed forces of the United States, its reserve components, or the National Guard? If yes, please state branch, service period, and last rank, and please indicate if you did not receive an honorable discharge, were ever court-martialed, were ever assessed non-judicial punishment, resigned in lieu of court-martial, or were administratively discharged.</p>
<p>Have you ever, as an adult, been convicted of any crime, excluding minor traffic offenses? If yes, please identify.</p>
<p>Are you now under any charge or charges for any crime? If yes, please identify.</p>
<p>Have you ever, as an adult, been charged with any crime or arrested for any crime for which you were not convicted, excluding minor traffic offenses? If yes, please identify.</p>
<p>Has any civil litigation or garnishment action ever been filed against you? If yes, please identify.</p>
<p>Has any civil protection order or restraining order or emergency custody order relating to domestic violence or any other subject ever been entered against you? If yes, please identify.</p>
<p>Are you currently in arrears on any court-ordered child support payments? If yes, please identify.</p>
<p>Have you ever had any civil, administrative, or arbitration judgment or garnishment entered against you, or against any business in which you were the owner or the majority shareholder? If yes, please identify.</p>
<p>Have you ever filed personal bankruptcy or been adjudicated bankrupt?</p>

Has any business that you have owned, or which you have been the majority shareholder, ever filed for bankruptcy or been adjudicated bankrupt? If yes, please identify.

Have you ever failed to pay any debt owed to a governmental entity or any government-insured debt? If yes, please identify.

Have you ever applied for, or held a license for a business, trade, or profession that required proof of good character of examination? If yes, please identify the issuing authority.

Have you ever been denied such a license, had that license revoked or suspended, or been disciplined with respect to that license?

Have you ever been disciplined for or has any action ever been taken against you by any public or licensing authority or professional organization for any breach of ethics or unprofessional conduct or failure to make required disclosure? If yes, please identify.

Are all of your federal, state, and local taxes current? If no, please explain?

Have you ever received, other than as an employee, or has any business that you owned or of which you were the majority shareholder ever received, any income from the Ohio state governmental entity from which you now seek employment? If yes, please identify the income.

Have you ever received income as a lobbyist or "legislative agent" as defined in Ohio Rev. Code § 101.70 or "executive agency lobbyist" as defined in Ohio Rev. Code § 121.60 for work related to the Ohio General Assembly, any Ohio elected officer, or any agency or entity of the executive branch of the Ohio state government? If yes, please identify the entity receiving the income.

Have you, or you and/or your spouse, in the last five years, ever made contributions exceeding \$1,000 to any candidate for an Ohio state political office or to an Ohio state or local political party or to any candidate for a federal office in connection with any single primary or general election? If yes, please identify.

Do you legally have the right to work in the United States? (If employment is obtained, proof of eligibility will be required).

Do either you or your spouse own or are either you or your spouse the majority shareholder of any business that will derive income from the state agency that will employ you? If yes, please identify the business and the amount of annual income anticipated to be received.

RESTRICTED

Do you have any financial or business interest that might present a conflict of interest with your proposed state employment? If yes, please identify.

I, _____, certify that all of the answers and statements on this form are true, complete and correct to the best of my knowledge and recollection, and are made in good faith. I understand that inaccurate or untruthful responses to the questions contained in this form may be the basis for refusal of employment with the State of Ohio.

SIGNATURE X	DATE
-----------------------	------

RESTRICTED

RESTRICTED

ATTACHMENT 12**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 13

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: _____