# Ohio Department of Job and Family Services Request for Letterhead Bids (RLB) Data and Telecommunications Distribution System Cabling Installations SOT 37 & 38 RLB#: R-1011-10-0164

# I. <u>Purpose</u>

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids only from authorized Office of Information Technology (OIT) State Term Schedule (STS) vendors, with current and valid State Term Schedules, to install telephone and data cables and perform industry standard testing of the installed cabling in the Rhodes State Office Tower, 37<sup>th</sup> and 38<sup>th</sup> floors. This Request for Letterhead Bids (RLB) document is released by, and the work will be directed by the ODJFS Office of Information Systems.

# II. <u>Time and Date of Submission</u>

**Faxes will not be accepted.** Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must submit two (2) copies of their response in hard copy and two (2) copies of their response on compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF) **not later than 03:00 p.m., Eastern Standard Time, on Monday June 07, 2010.** Proposals must be addressed to:

Ohio Department of Job and Family Services Office of Contracts and Acquisitions 30 East Broad Street, 31st floor Columbus, Ohio 43215-3414 ATTN: RFP/RLB Unit

All submissions must be received via mail or hand delivery by the above date and time. No materials received after this date will be included in previous submissions nor be considered. All Bid packages MUST have <u>R-1011-10-0164</u> printed in the Lower Lefthand corner of the outside of the envelope or container.

All submissions must be received, complete, by mail, professional delivery service or hand delivery by the above date and time. Materials received after the submission deadline date, or partial submissions received regardless of the date, will not be added to previous submissions, nor be considered. No confirmations of mailed proposals received can be provided

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RLB, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the vendor selected

# III. Anticipated Procurement and Project Timetable

May 27, 2010	ODJFS Releases RLB to Potential Vendors. Q & A Period Opens - Vendors may submit inquiries for RLB clarification
June 1, 2010	Vendor Q & A Period closes NOTE: No further inquiries for RLB clarification will be accepted after 8 a.m. Eastern Standard Time June 1, 2010
June 7, 2010	Deadline for Vendors to Submit Proposals (03:00 p.m., Eastern Standard Time, on Monday June 7, 2010)
June 10, 2010	Proposal evaluation and vendor award (estimated)
June 15, 2010	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE ONLY)
Not sooner than Purchase Order approval date	Work begins with Vendor team onsite at 30 E Broad St. 37 <sup>th</sup> floor. Estimated dates: demolition to start June 15, 2010. Cubical spines begin July 1. Work to be completed by July 27, 2010
August 6, 2010	Work begins with Vendor team onsite at 30 E Broad St. 38 <sup>th</sup> floor. Estimated dates: demolition to start August 6, 2010. Cubical spines begin on September 9, 2010. Work to be completed by October 5, 2010
October 30, 2010	All invoices to be submitted.

ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations.

\*According to requirements of ORC 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is indicated by the approval of the Purchase Order (P.O.) The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the ODJFS Contract Manager's providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

# IV. Internet Question & Answer Period; RLB Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RLB via the Internet during the Q&A Period as outlined in Section III, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- \* Access the ODJFS Web Page at http://jfs.ohio.gov//
- \* Select "About JFS" on the front page;
- \* Select "Doing Business with ODJFS;"
- \* Select "Requests for Proposals, Letterhead Solicitations, and Other Invitations;"
- \* Select RLB Number JFS-R1011100164;
- \* Follow the link to the dedicated web page;
- \* Select "Submit Inquiry" near the bottom of the web page;
- \* Follow instructions there for submitting questions.

Questions about this RLB must reference the relevant part of this RLB, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential contractor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location within the RLB, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RLB, for public reference by any interested party. ODJFS will not provide answers directly to the contractors (or any interested party) that submitted the question. All questions about this RLB that are submitted in accordance with these instructions will be answered on the RLB's dedicated web page.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. The answers provided by ODJFS will be accessible on the same RLB dedicated web page, by the date indicated in the timetable shown on page 2 of this RLB. ODJFS strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS in the Q&A process for the RLB. It is the responsibility of all potential vendors to check this site periodically for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB. Accessibility to questions and answers are clearly identified on the website dedicated to this RLB, once submitted questions have been answered.

Requests for copies of previous RLBs, past contractor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RLB. ODJFS will only answer those questions submitted within the established time period for the Contractor Q & A process (see Section III., Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

# V. <u>Qualifications</u>

Vendors' proposals must address all of the following minimum qualifications as well as organizational and staff experience and capabilities:

In order to be considered for the purchase order expected to result from this RLB, ODJFS requires that interested vendors **must** be a current Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor. Vendors are required to submit a copy of their STS cover page as part of their proposals. Proposals submitted from any other entity or individuals will be rejected.

Vendors who plan to submit a bid proposal for this project must also certify that they are in compliance with the following:

- A. Vendor certifies that neither vendor, nor any principal of vendor is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
- **B.** Vendor certifies that vendor is not on the list established by the Ohio Secretary of State pursuant to Section 121.23 of the Ohio Revised Code that identifies Vendor as having more than one unfair labor practice contempt of court finding.
- **C.** Vendor certifies that vendor is not subject to a finding for recovery under Ohio Revised Code Section 9.24 or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.
- **D.** Vendor certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If any time during the contractual period vendor becomes disqualified from conducting business in Ohio, for whatever reason, vendor must immediately

notify ODJFS of the disqualification, and vendor will immediately cease performance of its obligation hereunder.

E. Vendor, its officers, employees, members, and subcontractors hereby certifies current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disability Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

# VI. <u>Scope of Work</u>

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to install data cables and perform a Permanent Link Certification Test of the installed cabling in the Rhodes State Office Tower (SOT), 37<sup>th</sup> and 38<sup>th</sup> floors.

Rhodes SOT 30 E Broad Street Columbus, OH 43215

The vendor must complete Attachment E (Detail Form, MS Excel Format) for the following scope of work:

# General:

Each floor has a single IDF in which all cables will terminate. Cables will be fed from the IDF via a floor duct system to all work areas. Only in pre-approved special circumstances will a cable not be installed utilizing the floor duct system. All Cables must be CAT5e and may be PVC in the floor duct system. Any overhead runs must be Plenum rated. Each cubicle and hard wall office will have 1 primary and 1 secondary drop.

### Floor plan of duct system is included in RLB packet in PDF format.

All Cable, Jacks, Biscuits, Faceplates, Patch panels, 66block, Cable management, Racks, Ladder rack and all miscellaneous hardware needed to complete this install is to be provided and installed by awarded vendor.

Workstation cables will be terminated into a biscuit housing and placed via double sided tape onto the raceway cover.

### **Centrex Extensions:**

ODJFS currently uses Centrex Phone lines terminated into wall mount 66 blocks.

We will need to cut over from the New CAT5e secondary Data drop to the old Centrex 66 blocks. We will require (3) 50 port 19" rack mount RJ45 panels with Amphenol connections in rear to go to (6) 66 Blocks mounted on the wall per IDF.

- (Qty: 6) 50 port RJ45 patch panels with Amphenol connection
- (Qty: 12) 25 pair 66 block with Amphenol connection

• (QTY: 12) 20-25ft / 25 pair Amphenol cables with corresponding connectors for the patch panels and 66 blocks

# IronWork:

- 12" Ladder Rack to be provided by vendor, vendor will anchor to the wall and tie ladder rack to the tops of the 2 post racks. Vendor will supply all required hardware to perform installation. Exact rack placement may vary from conceptual drawing during construction. A conceptual drawing is included in this document.
- (Qty: 4) 2 post 48U relay racks 2 per IDF (total of 2 IDF's), Vendor will provide racks and all necessary hardware. Vendor will be responsible for anchoring racks to concrete floor.
- (Qty: 8 (2 per rack)) Vertical wire management double sided with hinged covers. *Part # Panduit Netrunner WMPV45E or equivalent*
- (Qty: 20 (5 per rack)) Panduit Horizontal wire management double sided w/hinged covers. *Part# WMP1E*
- (Qty: 6 (3 per Floor)) Panduit Horizontal wire management single sided w/hinged covers. *Part# WMPF1E*
- (Qty: 2 (1per IDF)) Corning 19" fiber tray empty Part # cch-01u <u>NO</u> <u>SUBSTITUTIONS</u>

# Color Coding:

ODJFS structured cable plants use the following color code system. Primary Data (Blue Jack) Secondary Data (Gray Jack) Fax (analog lines) (Green Jack).

• Cable may be color matched to the jack or all a single color Blue or Gray. Blue cable may be used for the Green Jacks when color matching jacks and cabling.

# Grounding and Bonding:

All newly installed ladder rack and 2 post relay racks must be bonded and grounded to meet local electrical codes.

# Demolition:

Vendor will remove all unused voice and data cables from floor duct system as well as unused cabling above ceiling that currently terminates in IDF.

# Loading Dock Access:

Best availability is after 3:30 PM.

# SOT37 Details

Primary (blue jack) drop # 37-001 thru 37-138

- Secondary (gray) drops numbering scheme will correspond with the accompanying primary drop in the IDF Primary (blue jack) drop # 37-501 thru 37-540 (Printer locations).
- No Corresponding Secondary drop (Gray) is associated. FAX/Analog (green) drop # 37-301 thru 37-314.

# **Total CAT5e Cables:**

Primary – blue – 138 Secondary – gray – 138 Primary / Printer – blue - 40 FAX – green – 17 Total = 339

**Special Note:** A small area of the floor duct system on the 37<sup>th</sup> floor was damaged by fire many years ago. Special consideration should be taken when bidding this floor. Approximately 15 cubicles may be fed from this duct. Alternate routing of cable may need to occur.

# SOT38 Details

Primary (blue jack) drop # 38-001 thru 38-130

- Secondary (gray) drops numbering scheme will correspond with the accompanying primary drop in the IDF (# 38-001 thru 38-130) Primary (blue jack) drop # 38-501 thru 38-531 (Printer locations)
- No Corresponding Secondary drop (gray) is associated FAX/Analog (green) drop # 38-301 thru 38-312 Raised Floor Area (blue jack) drop # 38SR-001 thru 38SR-024

# Total CAT5e Cables:

Primary – blue – 130 Secondary – gray – 130 Primary / printer – blue - 31 FAX – green – 12 Raised floor / server room – primary – blue – 24

Total = 333

# Special Notes:

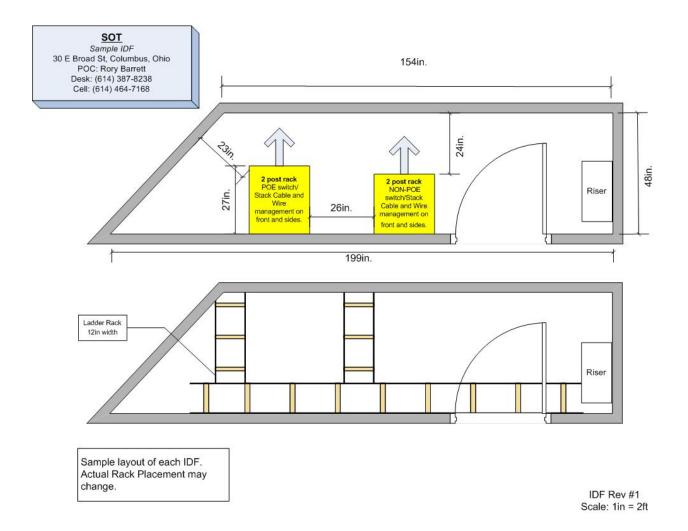
<u>The 38<sup>th</sup> floor will have live production network cabling that will remain in place and cannot be removed during the demo phase</u>.

- Once the bid is awarded an ODJFS staff member will work with the vendor to identify used and unused cabling.
- There are currently 2 voice drops that will need re-terminated if possible. One in the main elevator lobby and one in the freight elevator lobby. If unable to reuse they will need re-cabled.

# Raised floor area / Server room

 Install 24 CAT5e cables. Locations for these are not on floor plan and are currently undetermined. PVC rated cable may be factored and use average length of 50ft for all. Cable pathway will be under raised floor area which is a non plenum air space. Cables will terminate into a single 24 port CAT5e patch panel to be provided by and installed by the vendor, workstation end will require biscuits.

#### **Ohio Department of Job and Family Services**



#### **Ohio Department of Job and Family Services**

SOT 37 PRIMARY RACK



SOT 38 PRIMARY RACK

#### SOT 38 SECONDARY RACK

48	1u Corning CCH Fiber tray	48
47	g off first first	47
46		46
45	Cable Management 2u	45
44	Double sided	44
43	37-001 thru 37-048	43
42	Primary Data	42
41	Cable Management 2u	41
40	Double sided	40
39	37-049 thru 37-096	39
38	Primary Data Cable Management 2u	38
36	Double sided	37
35 7	37-097 thru 37-138	30
34		30
33	Primary Data Cable Management 2u	33
32	Double sided	32
31	37-501 thru 37-540	31
30	Printer – Blue Jack	30
29	Cable Management 2u	28
28	Double sided	28
27	Switch	27
26	Switch	26
25	Cable Management 2u	25
24	Single Sided	24
23	Switch	23
22	Switch	22
21	Cable Management 2u	21
20	Single Sided	20
19	Switch	) 19
18		18
17		17
16		16
15		15
14		14
13		13
12		12
10		11
9		9
8		8
7		7
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48		48	48	1u Corning CCH Fiber tray	48
47	***************************************	47	47	i contra good the contra	47
46		46	46		46
45	Cable Management 2u	45	45	Cable Management 2u	45
44	Double sided	44	44	Double sided	44
43	37-001 thru 37-048	43	43	38-001 thru 38-048	43
42	Secondary Data	42	42	Primary Data	42
41	Cable Management 2u	41	41	Cable Management 2u	41
40	Double sided	40	40	Double sided	40
39	37-049 thru 37-096	39	39	38-049 thru 38-096	39
38	Secondary Data	38	38	Primary Data	38
37	Cable Management 2u	37	37	Cable Management 2u	37
36	Double sided	36	36	Double sided	36
35	37-097 thru 37-138	35	35	38-097 thru 38-130	35
34	Secondary Data	34	34	Primary Data	34
33	Cable Management 2u	33	33	Cable Management 2u	33
32	Double sided	32	32	Double sided	32
31	37-301 thru 37-314	31	31	38-501 thru 38-531	31
30	Fax- Green Jack	30	30	Printer – Blue Jack	30
29	Cable Management 2u	29	29	Cable Management 2u	28
28	Double sided	28	28	Double sided	28
27	Centrex Extension	27	27	Switch	27
26	1-50	26	26	Switch	26
25	Cable Management 2u	25	25	Cable Management 2u	25
24	Double sided	24	24	Single Sided	24
23	Centrex Extension	23	23	Switch	23
22	51-100	22	23	Switch	22
21	Cable Management 2u	21	21	Cable Management 2u	21
20	Double sided	20	20	Single Sided	20
19	Centrex Extension	19	19	Switch	19
18	101-150	18	18	Switch	18
17	Cable Management 2u	17	18		
16	Double sided	16	16		17
16	Switch	15			
10	Switch	10	15		15
13		13	_		14
13	Cable Management 2u	13	13		13
12	Single Sided	11	12		12
10			11		11
		10	10		10
9		9	9		9
8		8	8		8
7		7	7		7
6		6	6		6
5		5	5		5
4		4	4		4
3		3	3		3
2		2	2		2
1		1	1		1

48		48
47		47
46		46
45	Cable Management 2u	45
44	Double sided	44
43	38-001 thru 38-048	43
42	Secondary Data	42
41	Cable Management 2u	41
40	Double sided	40
39	38-049 thru 38-096	39
38	Secondary Data	38
37	Cable Management 2u	37
36	Double sided	36
35	38-097 thru 38-130	35
34	Secondary Data	34
33	Cable Management 2u	33
32	Double sided	32
31	38-301 thru 38-312	31
30	Fax- Green Jack	30
29	Cable Management 2u	29
28	Double sided	28
27	Centrex Extension	27
26	1-50	26
25	Cable Management 2u	25
24	Double sided	24
23	Centrex Extension 51-100	20
21	Cable Management 2u	21
20	Double sided	20
19	Centrex Extension	19
18	101-150	18
17	Cable Management 2u	17
16	Double sided	16
15	Switch	15
14	Switch	14
13	Cable Management 2u	13
12	Single Sided	12
11		11
10		10
9		9
8		8
7		7
6		6
5		5
4		4
3		3
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1		

# PATCH CORDS:

The vendor must also supply the following quantity of Cat5e patch cords (Non-Booted).

Cat 5e Patch Cords						
Length	(Blue)	(Gray)				
5	400	300				
7	450	300				
10	400					

An agency provided labeling scheme is provided on the attached floor plan. There must be clear identification on each outlet and at the patch panel to differentiate the data drops. The manufacturer's documentation should be provided for equipment that is installed. ODJFS requires that each drop that is installed is field tested per the requirements provided.

The selected vendor will be awarded a contract and must be prepared to begin work upon receiving a State of Ohio Purchase Order from ODJFS (see Section III, Anticipated Procurement and Project Timetable). <u>Contracts are not valid and enforceable until all funding approvals as required by the Ohio Revised Code Section 126.07 have been obtained by the State, and the actual start-work date can be no earlier than the date of those funding approvals. The designated ODJFS Contract Manager will notify the selected vendor of the actual start-work date. Any work done by the vendor prior to that notification will <u>not</u> be reimbursed by ODJFS.</u>

- A. Contractor must furnish all staff, tools, materials, and equipment necessary to install and test data and telephone cabling outlined in this RLB.
- B. All work must be done in accordance with all national, state, and local codes.
- C. Contractor shall be wholly responsible for any and all damages caused or affiliated with this service.
- D. Job site must be clean and maintained in a safe manner.
- E. Vendor is responsible for any and all permits necessary to perform this service.
- F. Contractor is responsible for bringing all materials and equipment to jobsite.

G. Each telecommunication outlet and all backbone cabling run will be tested and documented according to the guidelines that are defined in Appendix A - Field Test Requirements.

**For evaluation purposes, bids offered will be considered firm.** Costs incurred in the preparation of bids/proposals are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation.

This project is considered to be a time and materials project for planned and unplanned cabling projects at Rhodes State Office Tower, floors 37 and 38. Pricing for all materials and labor must be at or <u>below</u> STS pricing at the time of installation. Material or labor pricing may change after award of the RLB if the vendor's STS pricing changes, but the percentage discount off of STS may not change. If vendor's STS pricing does change upward for any item, those items must be discounted at the same percentage rate as bid in this RLB. If it is determined that STS price increases are excessive, ODJFS may decide to re-bid this project at any time. ODJFS may also, at its sole discretion negotiate with a selected vendor for additional price decreases at any time.

**Invoicing:** As this is a time and materials solicitation, the vendor will invoice upon completion of a single cabling project.

# VII. Format of Submission

Vendors interested in submitting letterhead bids must submit two (2) copies of their response in hard copy and two (2) copies of their response on compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF).

**The Technical Proposal** must contain all the information as specified and requested for each of the components listed below. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. The following outline for the preparation of the Proposal in response to this RLB is intended to assist in the development of effectiveness and clarity.

The vendor's technical proposal must contain the following components (organized in six primary tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter such as charts, tables, timelines, excerpts of past related projects, etc., must be provided as an appendix to the proposal and so marked as an additional tab. However, the proposal will be scored based on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow and professionalism of the information presented. Vendors may add information not called for in the RLB, but ODJFS reserves the right to review or not review any non-required materials. All pages shall be sequentially numbered.

- Tab A Cover Letter
- Tab B Vendor Profile
- **Tab C** Vendor's Completed Attachment E
- **Tab D** Request for Taxpayer ID Form W-9 (Attachment B)
- Tab E Declaration Regarding Material Assistance / Non-
- assistance to a Terrorist Organization (DMA) form (Attachment C)
- Tab F Workers Compensation & Insurance Verification

<u>Tab A – Cover Letter</u>: The cover letter must provide the following and be signed by an individual authorized to legally bind the vendor.

- A. A statement regarding the vendor's legal structure, federal tax identification number, and principle place of business;
- B. The name, address, phone number, and fax number of a contact person who has authority to answer questions regarding the proposal; and
- C. Vendors are required to submit a copy of their STS cover page as part of their proposals which includes their valid State Term Schedule (STS) number and expiration date.

<u>Tab B – Vendor Profile:</u> The vendor profile must include the type of organization (corporation, partnership, etc.), the type of ownership (corporate officers, partners), number of employees, number of employees engaged in tasks directly related to the work in this request, and any other information that will help the evaluators gauge the ability of the vendor to fulfill the obligations of the contract.

Vendors should describe how they are qualified to conduct the work described above. Vendors must submit at least two (2) references for work done which is substantially similar to the scope of work described above. Other documents supporting vendor qualifications may also be submitted.

# <u>Tab C –</u> Quote

Bidding vendors are required to submit pricing using an MS Excel spreadsheet. All Items listed on the sample provided (Attachment E) must be included on the submitted spreadsheet. Bidders who do not use the MS Excel spreadsheet format specified in this RLB will have their bids rejected. (Important - Attachment E has 2 components: a Detail Form, which is the sample MS Excel spreadsheet to be used, and a Summary Form. Both must be returned in vendor proposals). Vendor has identified the technicians to be assigned to this project and must provide proof of certification for those technicians that will perform the job, as required in Appendix A,IA-3. Any miscellaneous items required to complete this project, but not appearing on a State Term Schedule, can not and will not be billed to the state. Any items or materials that a vendor/contractor believe are necessary for the completion of the project that do not appear on the vendor/contractor's State Term Schedule must be added to the vendor/contractor's State Term Schedule must be granted to allow additional time for the vendor/contractor to update their STS beyond the due date of bids to ODJFS.

<u>Tab D – Request for Taxpayer ID Form W-9:</u> Vendors must complete, sign in Blue ink, and return with their proposal as part of Tab F of vendor proposal.

<u>Tab E – Declaration Regarding Material Assistance / Non-assistance to a Terrorist</u> <u>Organization (DMA) Form</u>:

All bidders are required to complete and attach the signed Ohio Homeland Security form, "Government Business and Funding Contracts". A copy is attached for your convenience or a copy can be obtained at the website below.

# http://www.homelandsecurity.ohio.gov/dma/dma\_forms.asp\_

Click on: DMA for funding and business contracts

Bidders should check the current list of US State Department Terrorist Exclusion list at the Ohio Homeland Security website:

# http://www.homelandsecurity.ohio.gov/dma/dma.asp

Failure to complete, sign, and return the Government Business and Funding Contracts form and return it with your bid, may result in your bid being rejected as being non-responsive.

Tab F – Workers Compensation & Insurance Verification:

Bidding Vendor must provide proof (copy of current certificate) that the Vendor is covered by Worker's Compensation Insurance. The Bidding Vendor must also provide proof of Employers Liability or Contractor's Insurance. All Bidding Vendors are subject to this requirement.

# VIII. <u>Selection Process</u>

Award of the project will be based upon the qualified STS vendor with the lowest cost and most responsive bid.

ODJFS may, at its sole discretion, choose to issue purchase orders to the next lowest and most responsive bidder to serve as a backup for the winning vendor.

This bid solicitation is based upon a vendor/contractor's State of Ohio State Term Schedule. The Ohio Department of Job and Family Services has determined that all of the Labor and Materials required to perform this project should be on vendor/contractors' State Term Schedules. Any proposal submitted must be limited to the labor and materials appearing on the vendor/contractor's current State Term Schedule.

Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS. Vendors should not assume that the review members are familiar with their current work activities with

ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. Final selection of the vendor will be based upon the criteria specified in Sections V. and VI., of this RLB. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. ODJFS reserves the right to require clarification of any information provided in vendors' proposals. In scoring the proposals, ODJFS will score in three phases:

# A. <u>Phase I. Review—Initial Qualifying Criteria:</u>

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. Any "no" for the listed Phase I. criteria will eliminate a proposal from further consideration.

- 1. Was the proposal received by the deadline as specified in Section II., of this RLB?
- 2. Did the vendor submit their proposals in the format described in Section VII of this RLB.
- 3. Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)?
- 4. Does the vendor have a current STS which is appropriate for the work described in this RLB?

# B. <u>Phase II. Review—Criteria for Awarding RLB:</u>

Contract will be awarded to the bidding vendor with the most complete and accurate materials list meeting STS qualifications, labor qualified for the job, and lowest cost with combined total prices of SOT37 + SOT38, as listed in Attachment E. Refer to Section VII, Tab C.

# C. <u>Final Selection</u>

The PRT will recommend for selection the technically qualified vendor with the lowest total bid cost. At its sole discretion, ODJFS may choose to conduct interviews prior to final vendor selection.

# IX. <u>Health Insurance Portability & Accessibility Act (HIPAA) Requirements</u>

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR164.501 and any amendments.

HIPAA compliance requires, at minimum, that the contractor:

- A. Shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- B. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- C. Shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- D. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- E. Shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- G. Shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- H. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining

ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.

I. Shall, upon termination of this Agreement, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or subcontractor destroy any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination \* *Please note: It is unlikely that a cable vendor doing business under this contract will come in contact with Protected Health Information, however this is provided for information purposes should a vendor see PHI while working on a job site.* 

# X. (not applicable to this RLB)

# XI. <u>Trade Secrets Prohibition; Public Information Disclaimer</u>

**Vendors are prohibited from including any trade secret information** as defined in ORC 1333.61 in their proposals in response to any ODJFS Requests for Proposals (RFP), Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public records pursuant to R.C. 149.43. The term "proposal" shall mean both the technical and the cost proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

# XII. <u>Contractual Requirements</u>

Any purchase order resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the OIT State Term Schedule. Potential vendors are strongly encouraged to download and read a copy of the Schedule to be fully aware of OIT Schedule requirements. Any Contractor proposing to use a subcontractor for any part of the work described in this RLB must clearly identify the subcontractor(s) in their letter bid. The proposal must include a letter from the proposed subcontractor(s) signed by a person authorized to legally bind the subcontractor, indicating the following

- **A.** The subcontractor's legal status, federal tax ID number, and principle business address;
- **B.** The name, telephone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- **C.** A complete description of the work the subcontractor will do;
- **D.** A commitment to do the work, if the primary contractor is selected;
- **E.** A statement that the subcontractor has read the RLB and understands the RLB, the nature of the work, and the requirements of the RLB.

# XIII. <u>Prevailing Wage</u>

For the purpose of this RLB, it is not expected that any one work at a given site will exceed prevailing wage thresholds. However, where applicable, the vendor shall pay the prevailing wage rates of the project locality, as determined by the Ohio Department of Commerce, Wage and Hour Division, to laborers and mechanics performing work on this project. The vendor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works." If and when this project should be awarded to a vendor/contractor that vendor/contractor must forward Certified Payroll Reports to ODJFS demonstrating that Prevailing Wages were paid to the vendor/contractor's workforce during the course of this project to completion. ODJFS will review such reports and will then review the invoices for the project work for approval if the vendor/contractor has met the standards set for Prevailing Wage for a public project.

All vendor Prevailing Wage Reports during the term of the project are to be sent to:

Prevailing Wage Coordinator Office of Employee Business Services Ohio Department of Job and Family Services 30 East Broad Street, 32<sup>nd</sup> Floor. Columbus, Ohio 43215

# XIV. Ethical and Conflict of Interest Requirements

- 1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- 2. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees.
- 3. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by ODJFS to enter into a contract.
- 4. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.
- 5. In submitting a bid in response to this solicitation the vendor certifies that it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws and the Governor's Executive Order 2007-01S pertaining to ethics. The vendor further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned executive order.

# XV. <u>Other Requirements</u>

ODJFS is under no obligation to purchase any services as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed with the project.

Costs incurred in the preparation of this proposal are to be borne by the bidder, and ODJFS will not contribute in any way to the costs of the preparation.

All agreements will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

Any purchase resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the State term Schedule.

# XVI. <u>Communications Prohibited</u>

From the issuance date of this RLB until the contract award has been formally announced by the ODJFS Director, there may be no communications concerning the RLB between any vendor which expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or the selection of the contractor(s).

The <u>only</u> exceptions to this prohibition are as follows:

- 1. Communications conducted pursuant to Section V, Internet Question and Answer Period;
- 2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RLB;
- 3. As part of an interview or proposal clarification process initiated by ODJFS as necessary to make a final vendor selection;
- 4. If it becomes necessary to revise any part of this RLB, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RLB;\*
- 5. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services.

\* **Important Note:** Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original web page established for the RLB. All interested vendors must refer to that web page <u>regularly</u> for amendments or other announcements. ODJFS will not specifically notify any vendor of changes or announcements related to this RLB except through the website posting. <u>It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.</u>

ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals

# XVII. Indemnity

Vendors submitting proposals in response to this request who receive an award of this project to a vendor/contractor said contractor will indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of any such award, providing that such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

# Damages to Facility

Vendor will be held responsible for any damages to the facility caused by vendor staff.

# XVIII. Equal Employment Opportunity

The bidder by submitting a bid for this project thereby certifies that the bidder is in compliance with all Ohio laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111, and all related Executive Orders of the Governor of Ohio.

# XIX. Drug Free Workplace

Vendors submitting proposals in response to this request who receive an award for this project will make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property.

### XX. <u>Safety</u>

Vendor will comply with any OSHA or site specific safety regulations.

## XXI. <u>Protests</u>

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this solicitation may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- 1. A protest may be filed by a prospective or actual bidder objecting to the award of a purchase order resulting from this solicitation. The protest shall be in writing and shall contain the following information:
  - a. The name, address, and telephone number of the protestor;
  - b. The name and number of the solicitation being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by ODJFS;

- e. A statement as to the form of relief requested from ODJFS; and
- f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- 2. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of Submission.
  - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the second (2nd) calendar day after the notification made by ODJFS to all responding vendors to notify each of whether their organization has been selected for this work.
- 3. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Item #2 of this section.
- 4. All protests must be filed at the following location:

Chief Legal Counsel, Office of Legal Services Ohio Department of Job and Family Services 30 East Broad Street, 31st Floor Columbus, Ohio 43215-3414

- 5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- 6. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

# XXII. ATTACHMENTS

Attachment A:	Required Vendor Information and Certifications
Attachment B:	Request for Taxpayer Identification Number (W-9) Form
Attachment C:	Declaration of Material Assistance Form
Attachment D:	Technical Proposal Score Sheet
Attachment E:	Cost Proposal – SOT 37/38 Wiring Bid Template
	Summery Form

- Summary Form
  - Detail Form (MS Excel Sample)

# XXIII. APPENDICES

Appendix A:	Field Test Requirements Category 5e
Appendix B:	Floor Plan for SOT 37 and 38

Thank you for your interest in this project.

### Attachment A REQUIRED VENDOR INFORMATION and CERTIFICATIONS

**Purpose:** The Ohio Department of Job and Family Services (ODJFS) requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal/bid. Failure to provide such required information will result in your proposal's immediate disqualification.

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

**IMPORTANT:** If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will <u>NOT</u> be counted against that page limit.

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name:	4. Vendor Federal Tax ID # or Social Security #:
(legal name of the vendor – person or organization – to whom	
contract\purchase payments would be made)	(this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or "same" if same as Item # 5)
7. Print or type information on the vendor representative	e/contact person authorized to answer questions on the
proposal\bid:	······································
Vendor Representative: Representative's Title:	
Address:	
Phone #:	
Fax #:	
E-Mail:	
8. Print or type the name of the yendor representative aut	horized to address contractual issues, including the authority to
execute a contract on behalf of the vendor, and to whom le	egal notices regarding contract termination or breach, should be
	owing information on each such representative and specify their
function):	
Vendor Representative:	
Representative's Title:	
Address:	
Phone #: Fax #:	
Fax #: E-Mail:	
1-14411.	
9. Is this vendor an Ohio certified MBE? Yes 🗆	No  If yes, attach a copy of current certification to
	ase document as an opportunity open exclusively to Ohio Certified
MBEs, then failure to attach a copy of current certification <u>V</u>	WILL KESULT IN DISQUALIFICATION.)

# Vendors must provide all information

10. Mandatory Vendor Certifications:         ODJFS may not sture into contracts withmake purchases from any vendors who have been found to be incligible for state contracts under specific (detral or Ohio statutes or regulations. Vendors responding to any ODJFS RFP-R1B or other purchase opportunity MIST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements below in ltem # 7, above) hereby certify and affirm that		
	ODJFS may not enter into contracts wi contracts under specific federal or Ohio s opportunity MUST certify that they are 1 <b>proper affirming signature on any of</b>	th/make purchases from any vendors who have been found to be ineligible for state statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase NOT INELIGIBLE by signing each of the three statements below. <b>Failure to provide</b> <b>these statements will result in the disqualification of your proposal\bid.</b>
proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes. <u>AND</u>	I(	signature of representative shown in Item # 7, above) hereby certify and affirm that
States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes. <u>AVD</u> I	(n	ame of the vendor shown in Item # 3, above), has not been debarred, suspended,
department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes. <u>ADD</u> 1	proposed for debarment, declared inc	eligible, or voluntarily excluded from participation in transactions by the Unites
ΔND         I	States Department of Labor, the Un	ited States Department of Health and Human Services, or any other federal
I	department or agency as set forth in 2	?9 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.
		AND
Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.	I(	signature of representative shown in Item #7, above) hereby certify and affirm that
labor practice contempt of court finding against then.	(na	ume of the vendor shown in Item #3, above), is not on the list established by the Ohio
Image: Provide the selected vendor, will you subcontract any part of the work?         Interpretendent of the selected vendor, will you subcontract or (additional pages may be added as needed):         Subcontractor Name:         Work To Be         Proferendent         Carbon of the selection on the selection on the selector of the work of the work of the work of the work of the selector of the selector on the selector on the selector on the selector of the work of the work of the work of the selector of the selector of the work of the work of the work of the selector of the selector of the work of the work of the work of the selector of the selector of the work of the work of the work of the selector of the selector of the work of the work of the work of the selector of the selector of the work of the work of the work of the selector of the selected vendor in the selector of the work of the work of the work of the selected vendor of the selector of the work of the work of the work of the work of the selector of the selected vendor will you subcontractor (additional pages may be added as needed):         Subcontractor Name:		
I	labor practice contempt of court findi	ing against them.
		AND
	I	signature of representative shown in Item #7, above) hereby certify and affirm that
recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.  11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors:  12. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)  A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:  Nationwide: Ohio Offices:  Total Number of Employees:		
qualifies under that section to enter into contracts with the State of Ohio.         11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors:         12. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)         A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:         Nationwide:       Ohio Offices:         Total Number of Employees:		
11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors:	•	
project will be performed, by the proposing Vendor and by any Subcontractors:	qualifies under that section to enter in	ito contracts with the State of Ohio.
project will be performed, by the proposing Vendor and by any Subcontractors:		
I2. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)         A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:         Nationwide:       Ohio Offices:         Total Number of Employees:		
<ul> <li>A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately: Nationwide: Ohio Offices: Total Number of Employees:</li></ul>	project will be performed, by the pro	posing Vendor and by any Subcontractors:
<ul> <li>A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately: Nationwide: Ohio Offices: Total Number of Employees:</li></ul>		<u> </u>
Total Number of Employees:   % of those who are Women:   % of those who are Minorities:   % of those who are Minorities:   B. If vou are the selected vendor, will vou subcontract any part of the work?    B. If vou are the selected vendor, will vou subcontract any part of the work?   I NO -or-   YES, but for less than 50% of the work -or-   If yes, provide the following information on each subcontractor (additional pages may be added as needed):   Subcontractor Name:   Address:   Work To Be   Performed:   (a brief description)	A. Provide vendor employee data	both nationwide (including Ohio staff), and Ohio office employees separately:
% of those who are Women:   % of those who are Minorities:   B. If you are the selected vendor, will you subcontract any part of the work?   Image: NO -or- image: PYES, but for less than 50% of the work -or- image: Preformed:   Work To Be   Performed:   (a brief description)		
% of those who are Minorities:   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. If you are the selected vendor, will you subcontract any part of the work?   B. NO -or- □ YES, but for less than 50% of the work -or- □ YES, for 50% or more of the work If yes, provide the following information on each subcontractor (additional pages may be added as needed):   Subcontractor Name:   Address:   Work To Be   Performed:   (a brief description)	•	
B. If you are the selected vendor, will you subcontract any part of the work?  NO -or- VES, but for less than 50% of the work -or- VES, for 50% or more of the work If yes, provide the following information on each subcontractor (additional pages may be added as needed):  Subcontractor Name: Address: Work To Be Performed: (a brief description)		
NO -or- □ YES, but for less than 50% of the work -or- □ YES, for 50% or more of the work If yes, provide the following information on each subcontractor (additional pages may be added as needed): Subcontractor Name: Address: Work To Be Performed: (a brief description)	% of those who are Mino	rities:
NO -or- □ YES, but for less than 50% of the work -or- □ YES, for 50% or more of the work If yes, provide the following information on each subcontractor (additional pages may be added as needed): Subcontractor Name: Address: Work To Be Performed: (a brief description)	<b>B</b> If you are the selected vendo	r. will you subcontract any part of the work?
If yes, provide the following information on each subcontractor (additional pages may be added as needed):   Subcontractor Name:   Address:     Work To Be   Performed:   (a brief description)		
Subcontractor Name:   Address:     Work To Be   Performed:     (a brief description)		
Address:     Work To Be     Performed:     (a brief description)		
Work To Be         Performed:         (a brief description)	Subcontractor Name:	
Performed:         (a brief description)	Address:	
Performed:         (a brief description)		
Performed:         (a brief description)		
Performed:         (a brief description)	Work To Be	
(a brief description)	Performed:	

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars):
<u>If</u> 50% or more of the work will be subcontracted, <u>then ALSO</u> provide the following information on ALL proposed subcontractors:
Nationwide: Ohio Offices:
Total Number of Employees:
% of those who are Women:
% of those who are Minorities:
C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:
Total number of contracts:
For each state contract, list the state agency and provide the following information:
State Agency/Educational Institution:
Contract Dollar Amount:
State Agency/Educational Institution:
Contract Dollar Amount:
State Agency/Educational Institution:
Contract Dollar Amount:
Attach additional pages if needed
13. Vendor and Grantee Ethics Certification As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of (name of vendor or grantee):
(1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
<ul> <li>(2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.</li> <li>(3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.</li> <li>(4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant</li> </ul>
with the State of Ohio.
Signature of authorized agent
Date *"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment
Card Program that cost less than \$1,000.
14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not (or) I will request changes to the standard language, and have marked the requested changes and returned the model
<b>document with this proposal for consideration by ODJFS</b> . (If so, ODJFS will review those requested changes if you are the
selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not
applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)
15. I, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of (vendor's name), and I
accurately represents the capabilities and qualifications of (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this
proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental
as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of
your proposal/bid.)

R:.../PPTA/Forms/ReqVendorInfo&Certif 3-13-07

ai							
page 2.	Name (as shown c	on your income tax return)					
Ы	Business name, if	different from above					
rint or type Instructions	Check appropriate	e box: Individual/ Sole proprietor	Corporation	Partnership	Other	•	Exempt from backup withholding
	Address (number,	street, and apt. or suite no.)				Requester's name and	address (optional)
Specific	City, state, and ZII	P code					
See S	List account numb	per(s) here (optional)					
Part	Taxpaye	er Identification Nun	nber (TIN)				

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Socia	l sec	curity	nur	nber			
		+		+			
			C	r			
	over	ident	tifica	ation	nun	nber	
Emplo							

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign	Signature of	
Here	U.S. person 🕨	Date ►

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

• An individual who is a citizen or resident of the United States,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
<ol> <li>a. The usual revocable savings trust (grantor is also trustee)</li> </ol>	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>°</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## **GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

#### **DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST N	IAME			MIDDLE INITIAL
HOME ADDRESS						
CITY	STATE			ZIP	COUNTY	
HOME PHONE			WORK PHONE			

#### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
СІТҮ	STATE	ZIP	COUNTY
PHONE NUMBER			

	DECLARATION In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code
For	each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.
1.	Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2.	Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

### GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

Χ

# ATTACHMENT D RLB#: R-1011-10-0164 Technical Proposal Score Sheet

# **PHASE I: Initial Qualifying Criteria**

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria **shall be disqualified from consideration**.

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the vendor's proposal received by the deadline and at the location specified in Section II. the RLB?	II.		
2	Did the vendor submit one (1) original and two (2) paper copies and two (2) electronic copies of their <u>Technical</u> <u>Proposal</u> labeled: "Data and Telecommunications Distribution System Cabling Installations SOT 37 & 38 <b>RLB#:</b> R-1011-10-0164" and did the vendor submit the required Attachment E in the specified Excel Format?	II.; VII. Tab C		
3	Does the vendor's proposal include all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in Attachment A, B & C of the RLB?	V. Attach. A,B & C		
4	Included in those certifications, has the vendor stated that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24?	V., A. B, C. Attach. A.		
5	Has ODJFS' review of the Auditor of State website verified that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery?	V., C. Attach. A.		
6	The vendor is a current Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor.	V.		

# PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet	Partially Meets	Meets	Exceeds
Requirement	Requirement	Requirement	Requirements

A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least 74 points (a score which represents that it "meets" all the evaluation criteria) out of a maximum of 100 points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only that vendor whose Technical Proposal meets or exceeds the minimum required technical points will continue to be considered in the proposal evaluation process.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds
OR	GANIZATIONAL EXPERIENCE & CAPABILITIES						
1	The vendor has provided the required customer references, regarding cable laid and job with a similar scope.	VII.,Tab B	2				
2	Vendor provided the required description identifying project references and identified similarities between what they have done, and what is required to be completed on this project.	VII.,Tab B	4				
	STAFF EXPERIENCE & CAPABILITIES						
3	The vendor has included a proof of certification for the technicians who	VII.,Tab	4				

will perform the field testing and vendor has identified the technicians to be assigned to this project, and those technicians meet the minimum required qualifications.	C, Appendix A - 3				
Column Subtotal of "Partially Meets" points					
Column Subtotal of "Meets" points				-	
Column Subtotal of "Exceeds" points			E		
GRAND TOTAL SCORE:	_				

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 74 points.)

Yes

**No**\_\_\_\_\_(If "No," the vendor's is disqualified from any further consideration.)

# ATTACHMENT E: COST PROPOSAL SUMMARY FORM

### **Instructions:**

Vendors are to complete the Cost Proposal Form, provided as Attachment E, to the RLB according to instructions, sign it, and submit it fully completed as the cost proposal.

Vendors are to propose their firm, fixed, all-inclusive rates per A & B below.

Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their rates accordingly, even if ODJFS does not explicitly identify those intervening costs in this RLB. No separate expenses will be paid under the contract to result from this RLB.

(A) Total Material Price	37 <sup>th</sup> Floor (\$	) 38 <sup>th</sup> Floor (\$	_)	Total \$
(B) Total Labor Price	37 <sup>th</sup> Floor (\$	) 38 <sup>th</sup> Floor (\$	_)	Total \$
	Total Propose	ed Cost \$		

This is a low cost bid in which the vendor's grand total cost proposal is the sum of the Materials and Labor to complete the job listed under the Scope of Work in the RLB. This total along with Attachment E detailed form with the labor and material list, will be used for purposes of vendor selection and will also be used as the maximum billable amount that the selected vendor may charge for the work.

Name (Signature) and Title

Date of Signature

Attachment E: ODJFS SOT 37/38 Wiring Bid Template (MS Excel Sample)

**Instructions:** Please provide an itemized list of all hardware to complete the Scope of Work listed in the RLB. must fill out All Fields to be considered May use multiple forms for each floor.

Vendor

tem: (Vendors must submit BOM!)	Quantity	MFG	MFG Part Number	STS Number	STS Published Price	STS Page Number	Vendor Part Number	RLB Quoted Unit Price	Extended RLB Price
				1					
				1					
Total Materials									\$
_abor Rates	Qty/Hr	Rate/Hr	Total Labor Price						
nstaller:									
Fechnician:									
Other: If applicable									
		Total	0						

Vendor Name:

# Appendix A

# **Field Test Requirements**

I. Cat 5e Installation: field test requirements upon completion of the installation

# A. General Requirements

- 1. Every cabling link in the installation shall be tested in accordance with the Telecommunications Industry Association (TIA) standard ANSI/TIA/EIA-568-B.1 (March 2001) Section 11.2: 100-Ohm twisted-pair transmission performance and field test requirements.
- 2. One hundred percent of the installed cabling links must be tested and must pass the requirements of the standards mentioned in I.A.2 above and as further detailed in Section I.B. Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements. The final and passing result of the tests for all links shall be provided in the test results documentation in accordance with Section I.C below.
- 3. Trained technicians who have successfully attended an appropriate training program and have obtained a certificate as proof thereof shall execute the tests. Appropriate training programs include but are not limited to installation certification programs provided by BiCSi or the ACP (Association of Cabling Professionals).
- 4. The test equipment (tester) shall comply with or exceed the accuracy requirements for enhanced level II (Level II-E) field testers as defined in TIA-568-B; Annex I: Section I.4. The tester including the appropriate interface adapter must meet the specified accuracy requirements. The accuracy requirements for the permanent link test configuration (baseline accuracy plus adapter contribution) are specified in Table I.4 of Annex I of TIA/EIA-568-B.2. (Table I.5 in this TIA document specifies the accuracy requirements for the Channel configuration.)
- 5. The tester shall be within the calibration period recommended by the vendor in order to achieve the vendor-specified measurement accuracy.
- 6. The tester interface adapters must be of high quality and the cable shall not show any twisting or kinking resulting from coiling and storing of the tester interface adapters. In order to deliver optimum accuracy, preference is given to a permanent link interface adapter for the tester that can be calibrated to extend the reference plane of the Return Loss measurement to the permanent link interface. The contractor shall provide proof that the interface has been calibrated within the period recommended by the vendor. To ensure that normal handling on the job does not cause measurable Return Loss change, the adapter cord cable shall not be of twisted-pair construction.
- 7. The Pass or Fail condition for the link-under-test is determined by the results of the required individual tests (detailed in Section I.B). Any Fail or Fail\* result yields a Fail for the link-under-test. In order to achieve an overall Pass condition, the results for each individual test parameter must Pass or Pass\*.
- 8. A Pass or Fail result for each parameter is determined by comparing the measured values with the specified test limits for that parameter. The test result of a parameter shall be marked with an asterisk (\*) when the result is closer to the test limit than the accuracy of the field

tester. The field tester manufacturer must provide documentation as an aid to interpret results marked with asterisks.

# **Optional Requirements:**

- 9. A representative of the end-user shall be invited to witness field testing. The representative shall be notified of the start date of the testing phase five business days before testing commences.
- 10. A representative of the end-user will select a random sample of 5% of the installed links. The representative (or his authorized delegate) shall test these randomly selected links and the results are to be stored in accordance with the prescriptions in Section I.C. The results obtained shall be compared to the data provided by the installation contractor. If more than 2% of the sample results differ in terms of the pass/fail determination, the installation contractor under supervision of the end-user representative shall repeat 100% testing and the cost shall be borne by the installation contractor.

# **B.** Performance Test Parameters

The test parameters for Cat 5e are defined in TIA Cat 5e standard, which refers to the ANSI/TIA/EIA-568-B.2 standard. The test of each link shall contain all of the following parameters as detailed below. In order to pass the test all measurements (at each frequency in the range from 1 MHz through 100 MHz) must meet or exceed the limit value determined in the above-mentioned standard.

# 1. Wire Map

Wire Map shall report Pass if the wiring of each wire-pair from end to end is determined to be correct. The Wire Map results shall include the continuity of the shield connection if present.

### 2. Length

The field tester shall be capable of measuring length of all pairs of a basic link or channel based on the propagation delay measurement and the average value for NVP (1). The physical length of the link shall be calculated using the pair with the shortest electrical delay. This length figure shall be reported and shall be used for making the Pass/Fail decision. The Pass/Fail criteria are based on the maximum length allowed for the Permanent Link configuration (90 meters – 295 feet) plus 10% to allow for the variation and uncertainty of NVP.

### 3. Insertion Loss (Attenuation)

Insertion Loss is a measure of signal loss in the permanent link or channel. The term "Attenuation" has been used to designate "Insertion Loss." Insertion Loss shall be tested from 1 MHz through 100 MHz in maximum step size of 1 MHz. It is preferred to measure insertion loss at the same frequency intervals as NEXT Loss in order to provide a more accurate calculation of the Attenuation-to-Crosstalk ratio (ACR) parameter. Minimum test results documentation (summary results): Identify the worst wire pair (1 of 4 possible). The test results for the worst wire pair must show the highest attenuation value measured (worst case), the frequency at which this worst case value occurs, and the test limit value at this frequency.

# 4. NEXT Loss

Pair-to-pair near-end crosstalk loss (abbreviated as NEXT Loss) shall be tested for each wire pair combination from each end of the link (a total of 12 pair combinations). This parameter is to be measured from 1 through 100 MHz. NEXT Loss measures the crosstalk disturbance on a wire pair at the end from which the disturbance signal is transmitted (near-end) on the disturbing pair. The maximum step size for NEXT Loss measurements shall not exceed the maximum step size defined in the standard as shown in Table 1, column 2. Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst case NEXT margin (2) *and* the wire pair combination that exhibits the worst value of NEXT (worst case). NEXT is to be measured from each end of the link-under-test. These wire pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

Frequency Range (MHz)	Maximum Step size (MHz)
1 - 31.25	0.15
31.26 - 100	0.25

### Table 1

### 5. PSNEXT Loss

Power Sum NEXT Loss shall be evaluated and reported for each wire pair from both ends of the link under-test (a total of eight results). PSNEXT Loss captures the combined near-end crosstalk effect (statistical) on a wire pair when all other pairs actively transmit signals. Like NEXT this test parameter must be evaluated from 1 through 100 MHz and the step size may not exceed the maximum step size defined in the standard as shown in Table 1, column 2.

Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for PSNEXT. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

### 6. ELFEXT Loss, pair-to-pair

Pair-to-pair FEXT Loss shall be measured for each wire-pair combination from both ends of the link under-test. FEXT Loss measures the crosstalk disturbance on a wire pair at the opposite end (far-end) from which the transmitter emits the disturbing signal on the disturbing pair. FEXT is measured to compute ELFEXT Loss that must be evaluated and reported in the test results. ELFEXT measures the relative strength of the far-end crosstalk disturbance relative to the attenuated signal that arrives at the end of the link. This test yields 24 wire pair combinations. ELFEXT is to be measured from 1 through 100 MHz and the maximum step size for FEXT Loss measurements shall not exceed the maximum step size defined in the standard as in Table 1, column 2.

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Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst-case margin and the wire pair combination that exhibits the worst value for ELFEXT. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

# 7. PSELFEXT Loss

Power Sum ELFEXT is a calculated parameter that combines the effect of the FEXT disturbance from three wire pairs on the fourth one. This test yields eight wire-pair combinations. Each wire-pair is evaluated from 1 through 100 MHz in frequency increments that do not exceed the maximum step size defined in the standard as shown in Table 1, column 2. Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

# 8. Return Loss

Return Loss (RL) measures the total energy reflected on each wire pair. Return Loss is to be measured from both ends of the link-under-test for each wire pair. This parameter is also to be measured form 1 through 100 MHz in frequency increments that do not exceed the maximum step size defined in the standard as shown in Table 1, column 2.

Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for Return Loss. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

9. ACR (Attenuation to crosstalk ratio) [This parameter is not demanded by the standard but may be required in order to obtain the premise wiring manufacturer's warranty]. ACR provides an indication of bandwidth for the two wire-pair network applications. ACR is a computed parameter that is analogous to ELFEXT and expresses the signal to noise ratio for a two wire-pair system. This calculation yields 12 combinations – six from each end of the link. Minimum test results documentation (summary results): Identify the wire pair combination that exhibits the worst-case margin and the wire pair combination that exhibits the worst value for ACR. These wire pair combinations must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

10. **PSACR** [This parameter is not required by the standard but may be required in order to obtain the premise wiring vendor's warranty]. The Power Sum version of ACR is based on PSNEXT and takes into account the combined NEXT disturbance of all adjacent wire pairs on each individual pair. This calculation yields eight combinations –one for each wire pair from both ends of the link. Minimum test results documentation (summary results): Identify the wire pair that exhibits the worst-case margin and the wire pair that exhibits the worst value for PSACR. These wire pairs must be identified for the tests performed from each end. Each reported case should include the frequency at which it occurs as well as the test limit value at this frequency.

11. **Propagation Delay** Propagation delay is the time required for the signal to travel from one of the link to the other. This measurement is to be performed for each of the four wire pairs. Minimum test results documentation (summary results): Identify the wire pair with the worst-case propagation delay. The report shall include the propagation delay value measured as well as the test limit value.

**12. Delay Skew** [as defined in TIA/EIA-568-B.1; Section 11.2.4.11] This parameter shows the difference in propagation delay between the four wire pairs. The pair with the shortest propagation delay is the reference pair with a delay skew value of zero. Minimum test results documentation (summary results): Identify the wire pair with the worst-case propagation delay (the longest propagation delay). The report shall include the delay skew value measured as well as the test limit value.

# C. Test Result Documentation

- 1. The test results information for each link shall be recorded in the memory of the field tester upon completion of the test.
- 2. The test results records saved by the tester shall be transferred into a Windows<sup>TM</sup>-based database utility that allows for the maintenance, inspection and archiving of these test records. A guarantee must be made that the measurement results are transferred to the PC unaltered, i.e., "as saved in the tester" at the end of each test and that these results cannot be modified at a later time. Superior protection in this regard is offered by testers that transfer the numeric measurement data from the tester to the PC in a non-printable format.
- 3. The database for the completed job shall be stored and delivered on CD-ROM including the software tools required to view, inspect, and print any selection of test reports.
- 4. A paper copy of the test results shall be provided that lists all the links that have been tested with the following summary information
  - a) The identification of the link in accordance with the naming convention defined in the overall system documentation
  - b) The overall Pass/Fail evaluation of the link-under-test including the NEXT Headroom (overall worst case) number
  - c) The date and time the test results were saved in the memory of the tester.
- 5. General Information to be provided in the electronic data base with the test results information for each link:
  - a) The identification of the customer site as specified by the end-user
  - b) The identification of the link in accordance with the naming convention defined in the overall system documentation
  - c) The overall Pass/Fail evaluation of the link-under-test
  - d) The name of the standard selected to execute the stored test results
  - e) The cable type and the value of NVP used for length calculations
  - f) The date and time the test results were saved in the memory of the tester
  - g) The brand name, model and serial number of the tester

- h) The identification of the tester interface
- i) The revision of the tester software and the revision of the test standards database in the tester
- j) The test results information must contain information on each of the required test parameters that are listed in Section I.B and as further detailed below under paragraph I.C6.

6. The detailed test results data to be provided in the electronic database for each tested link must contain the following information *(only one of these two formats must be specified)*:

a) For each of the frequency-dependent test parameters, the value measured at every frequency during the test is stored. In this case, the PC-resident database program must be able to process the stored results to display and print a color graph of the measured parameters. The PC-resident software must also provide a summary numeric format in which some critical information is provided numerically as defined by the summary results (minimum numeric test results documentation) as outlined above for each of the test parameters.

**Length**: Identify the wire-pair with the shortest electrical length, the value of the length rounded to the nearest 0.1 m(1) and the test limit value

**Propagation delay**: Identify the pair with the shortest propagation delay, the value measured in nanoseconds (ns) and the test limit value

**Delay Skew**: Identify the pair with the largest value for delay skew, the value calculated in nanoseconds (ns) and the test limit value

Attenuation: Minimum test results documentation as explained in Section I.B for the worst pair

**Return Loss**: Minimum test results documentation as explained in Section I.B for the worst pair as measured from each end of the link

**NEXT, ELFEXT, ACR**: Minimum test results documentation as explained in Section I.B for the worst pair combination as measured from each end of the link

**PSNEXT, PSELFEXT, and PSACR**: Minimum test results documentation as explained in Section I.B for the worst pair as measured from each end of the link

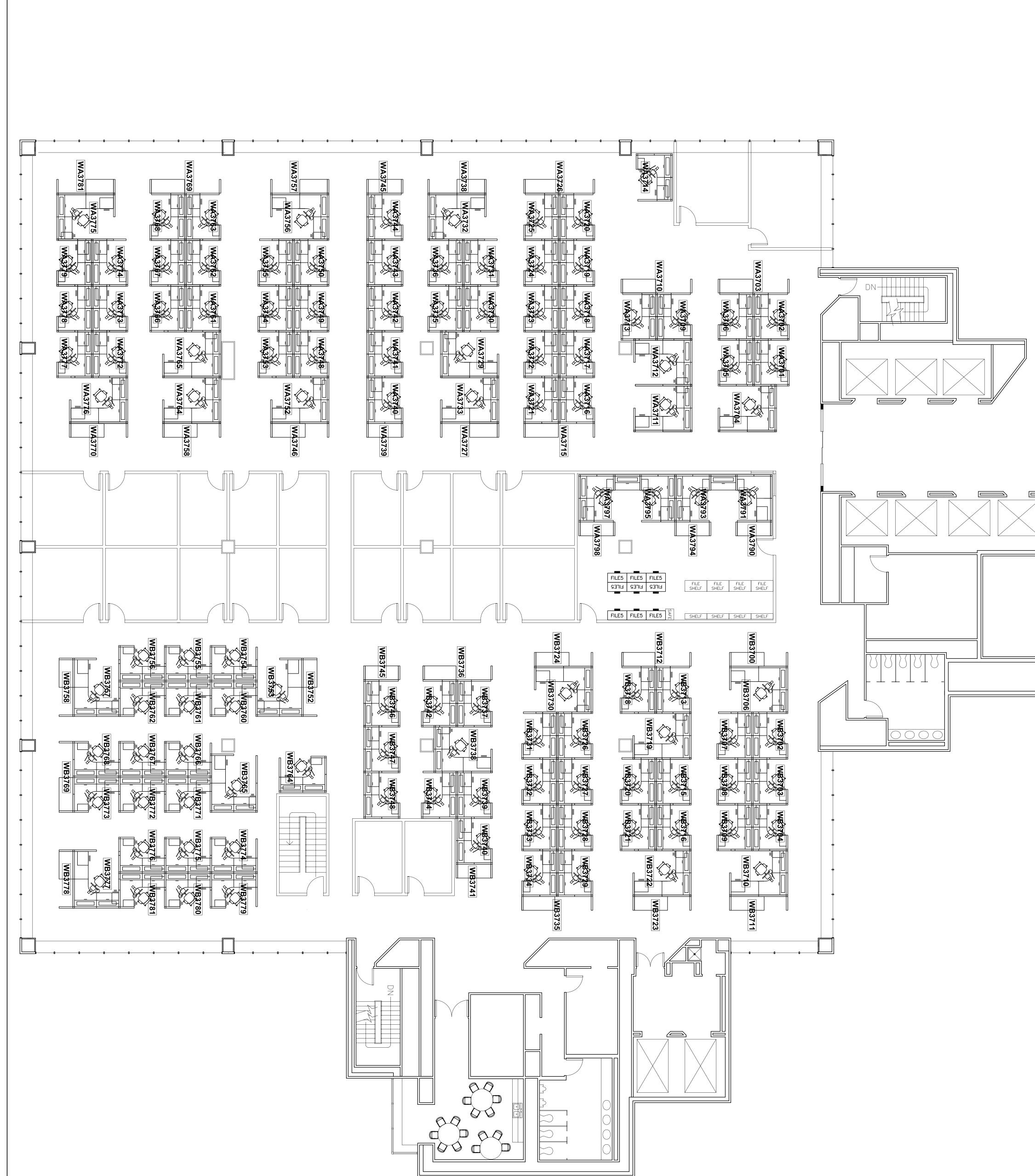
b) For each of the frequency-dependent test parameters, the minimum test results documentation shall be stored for each wire-pair or wire-pair combination as observed from each end of the link. The minimum test results documentation for each test parameter shall be in compliance with the information in Section I.B.

Link length, propagation delay, and delay skew shall be reported for each wire pair as well as the test limit for each of these parameters.

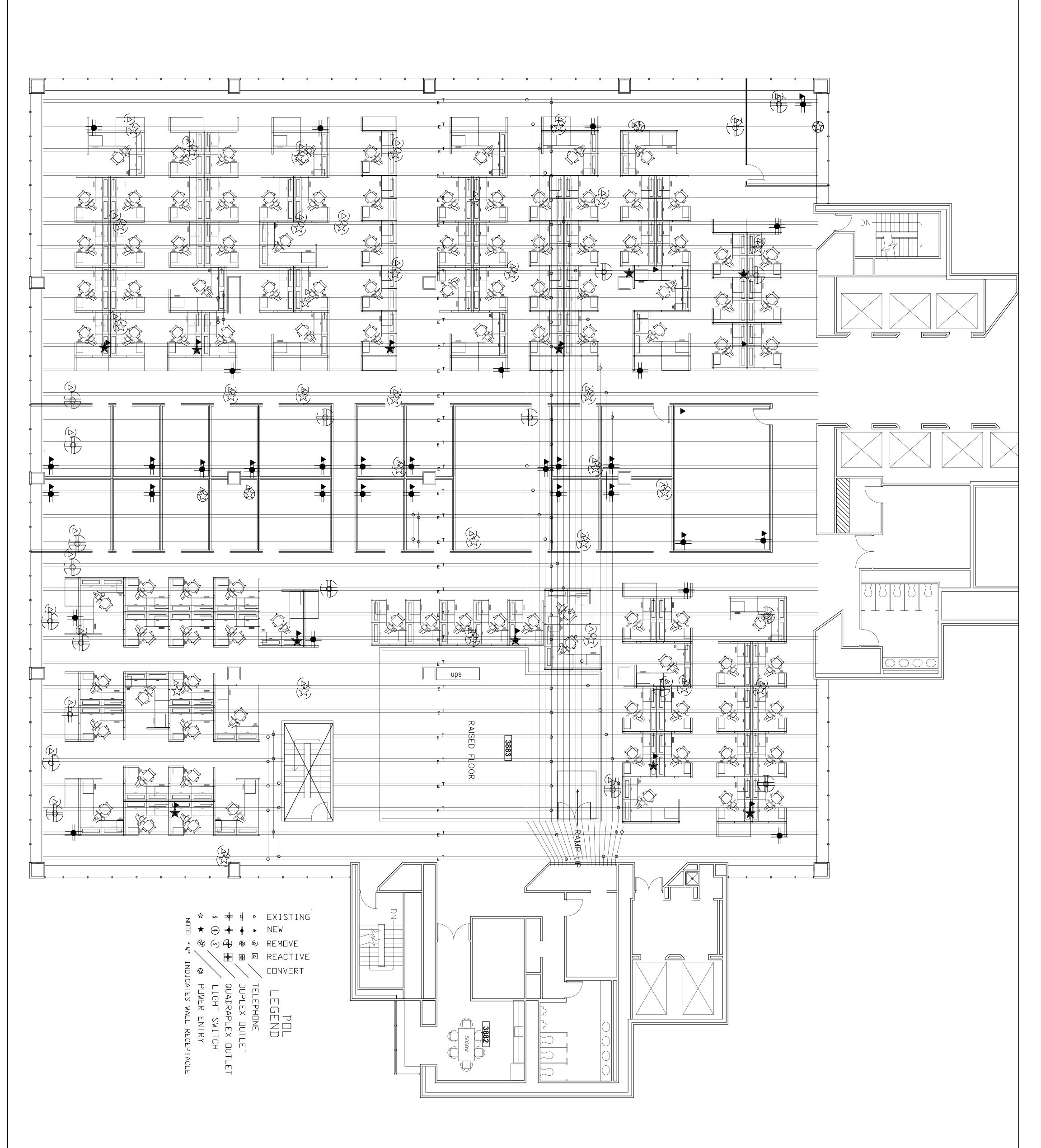
1: Nominal Velocity of Propagation (NVP) expresses the speed of the electrical signals along the cabling link in relation to the speed of light in vacuum (3x108 m/second). Insulation characteristics and twist rate of the wire pair influence NVP in minor ways. Typically, an 'average' value for NVP is published for all four wire-pairs in a data cable.

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2: 'Margin' designates the difference between the measured value and the corresponding test limit value. For passing links, 'worst case margin' identifies the **smallest** margin over the entire frequency range; the point at which the measured performance is "closest" to the test limit.



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