

## REQUEST FOR PROPOSALS

RFP NUMBER: SRC0000004310  
UNSPSC COMMODITY CODE: 92110000, 80100000

The State of Ohio Adjutant General's Department is requesting proposals for:

### **Anti-Terrorism/Force Protection Program Management**

RFP Issued: May 25, 2022 (05/25/2022)  
Inquiry Period Begins: May 25, 2022 (05/25/2022)  
Inquiry Period Ends: June 6, 2022 (06/06/2022)  
Proposal Due Date and Time: June 8, 2022 (06/08/2022) by 5PM  
Evaluation: June 10, 2022 (06/10/2022)  
Negotiation: June 14, 2022 (06/14/2022)  
Contract Execution: June 16, 2022 (06/16/2022)

Proposals received after the due date and time will not be evaluated.

Offerors must note that all proposals and other material submitted will become the property of the State of Ohio (herein referred to as the State) and may be returned only at the State's option. Proprietary information should not be included in a proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the contract has been awarded. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of 29 consecutively numbered pages. Please verify that you have a complete copy.

## **PART 1: EXECUTIVE SUMMARY**

### **PURPOSE**

This is a Request for Competitive Sealed Proposals (herein referred to as RFP). This RFP is issued utilizing the procedures set forth in Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The State of Ohio, Adjutant General's Department (herein referred to as ADJ) is soliciting competitive sealed proposals (herein referred to as Proposals) for Anti-Terrorism/Force Protection Program Management (herein referred to as AT/FP) and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State may enter into a contract (herein referred to as the Contract) to have the selected Offeror (herein referred to as the Contractor) perform all or part of the work as described in the Scope of Work (herein referred to as SOW) section provided in this RFP. This RFP provides details on what is required to submit a Proposal for the work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing said work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through July 1, 2025. The State may solely renew this Contract at the discretion of ADJ for a period of one month. Any further renewals will be by mutual agreement between the Contractor and ADJ for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. ADJ may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the ADJ.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in ADJ refusing to consider the Proposal of the Offeror.

### **OBJECTIVE**

The AT/FP program ensures the protection of all Ohio National Guard units through the development, coordination and implementation of policies and procedures. The ADJ is seeking a contractor who can provide AT/FP consultant services specific to that endeavor. The awarded contractor will provide a qualified, experienced employee to execute the required tasks as outlined in this RFP.

### **CALENDAR OF EVENTS**

The schedule for the Project is given below and is subject to change. ADJ may change this schedule at any time. If ADJ changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an amendment to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, ADJ will make scheduled changes through the RFP amendment process. ADJ will make changes in the Project schedule after the Contract award through the change order process. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

#### **DATES:**

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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due. Proposals received after 5:00 p.m. on the due date will not be evaluated.

**STATE OF OHIO ONLINE PURCHASING SOLUTION.** OhioBuys provides the primary platform for Supplier partners to

engage in procurement activities with the State of Ohio. For additional information on submitting proposals see the "Viewing and Responding to Solicitations" Learner Guide or the "Viewing and Responding to Solicitations" Supplier Training Video linked below.

Learner Guide

<https://procure.ohio.gov/static/pdf/S-LG.2%20Ohio%20Buys%20Viewing%20and%20Responding%20to%20Solicitations%20LG%20v2.1.pdf>

Viewing and Responding to Solicitations

<https://www.youtube.com/watch?v=K6iE32BUMJ0&feature=youtu.be>

**INQUIRIES.** Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must login to OhioBuys, navigate to the solicitation, open the Inquiry tab, and submit their inquiry.

Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses on the OhioBuys Public Solicitations page by opening the Solicitation Overview and navigating to the inquiries section of that page. ADJ will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. ADJ will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, ADJ will use its discretion in deciding whether to provide answers as part of this RFP process.

ADJ is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

**PROTESTS.** Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and number of the RFP 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 ADJ;
  - e. A statement as to the form of relief requested from ADJ; and
  - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by ADJ, on behalf of the agency, if it is received by the ADJ, Purchasing Office Finance Officer within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RFP, 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, must be filed no later than five (5) business days prior to the proposal due date.
  - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by ADJ regarding the Offeror's proposal.
3. An untimely protest may be considered by ADJ at the discretion of ADJ. An untimely protest is one received by the ADJ Purchasing Office Finance Officer after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.

4. All protests must be filed at the following location:

The State of Ohio  
Adjutant General's Department  
Purchasing Office Finance Officer  
2825 W Dublin Granville Rd  
Columbus, OH 43235

SUBJECT: **SRC0000004310**

This protest language only pertains to this RFP offering.

**AMENDMENT TO THE RFP.** If the ADJ decides to revise this RFP before the Proposal due date, an amendment will be issued in OhioBuys as a new round. If an offeror has submitted a Proposal prior to an amendment being issued and wishes to be considered, the offeror must resubmit their Proposal in response to the latest round of the RFP. Proposals submitted in response to an amended RFP prior to the most recent amendment will not be opened or evaluated.

When a modification to this RFP is necessary, the State will execute an RFP amendment by creating a new round. The State may issue amendments any time before Proposals are due, and it is each prospective offeror's responsibility to check for amendments and other current information regarding this RFP.

After the submission of Proposals, amendments will be distributed only to those Offerors whose submissions are under active consideration. When the ADJ issues an amendment to the RFP after Proposals have been submitted, the ADJ will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, ADJ may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below:

Whenever ADJ issues an amendment after the Proposal due date, ADJ will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time ADJ amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if ADJ permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, ADJ may limit the nature and scope of the modifications. Unless otherwise stated in the notice by ADJ, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to ADJ at the address given above and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than ADJ has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its proposal package. Proposals must be submitted as two (2) separate components (Technical Proposal and Cost Proposal) in separate electronic envelopes.

**Technical Proposal:** The technical Proposal is to be submitted as a single searchable PDF document indexed as required in PART 6: REQUIREMENTS FOR PROPOSALS.

**Cost Proposal:** The offeror must submit a separate cost section of its Proposal in the required format described in PART 3: COST PROPOSAL EVALUATION.

Each section must be submitted in its own separate, electronic submission as indicated by the solicitation questionnaire. The submission with the technical section of the Proposal will be electronically sealed and contain a signed technical section, and the submission with the cost section also will be electronically sealed.

If an Offeror includes in its proposal confidential, proprietary, or trade secret information, it must also submit a complete redacted version of its Technical Proposal in accordance with Confidential, Proprietary or Trade Secret Information that follows. Offerors shall only redact (black out) language that is exempt from disclosure pursuant to Ohio Public Records Act. Offerors must also submit an itemized list of each redaction with the corresponding statutory exemption from disclosure. The redacted version(s) must be submitted as an electronic copy in a searchable PDF format and attached in the appropriate electronic envelope (i.e., technical, or financial). Redacted versions should be indicated as redacted in the file name. The redacted version, as submitted, will be available for inspection and released in response to public

records requests. If a redacted version is not submitted, the original submission of the proposal will be provided in response to public records requests. Proposals must be submitted online in OhioBuys.

Offerors will not be able to submit Proposals or unsolicited Proposal amendments after the deadline. An Offeror must allow adequate time for uploading a Proposal prior to the due date and time. ADJ recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in the electronic file.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once a solicitation has closed, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. ADJ is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits ADJ from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying ADJ of such finding. ORC Section 9.231 applies to this contract.

ADJ may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

Offerors are advised there will be no opportunity to correct mistakes or deficiencies in their submitted materials after the Proposal Due Date. Proposals that are incomplete or otherwise missing required information may not be evaluated.

It is the Offeror's responsibility to ensure timely submission of a complete proposal. Late proposals will not be scored. ADJ is under no obligation to consider a proposal which is received after the Proposal Due Date or that is incomplete. Proposals that are not submitted in the format requested will not be scored. No supplementary or revised materials will be accepted after the Proposal Due Date unless specifically requested by ADJ.

All costs incurred in the preparation of the proposal shall be borne by the Offeror alone, and ADJ shall not contribute, in any way, to the cost of the preparation of the proposal.

Any and all documents developed by the Offeror during the course of this project will be provided to ADJ upon request and will become the property of ADJ, and the Offeror shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. ADJ procures goods and services through an RFP in a transparent manner and in accordance with the laws of the State of Ohio. All proposals provided to ADJ in response to this RFP become records of ADJ and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to ADJ any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because ADJ will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include information it deems confidential, proprietary, or trade secret information, the Offeror may so designate such information as "CONFIDENTIAL" by redacting only that information that is exempt from disclosure under the Ohio Revised Code or another provision of law and must provide a list of the redactions stating the specific statutory exemption for each redaction. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in electronic format. The electronic copy shall be clearly identified as either "ORIGINAL COPY" or "REDACTED COPY". Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

ADJ may review the claimed confidential, proprietary or trade secret information to determine whether the redaction is proper. The decision as to whether such confidentiality is appropriate rests solely with ADJ. If ADJ determines that the

information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, ADJ will inform the Offeror, in writing, of the information ADJ does not consider confidential.

Upon receipt of ADJ's determination that all or some portion of the Offeror's designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal (prior to award only);
2. Request that ADJ evaluate the Proposal without the redacted information (prior to award only); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that ADJ may reveal confidential, proprietary and trade secret information contained in the proposal to ADJ staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting ADJ in development of specifications or the evaluation of proposals. The State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality and the entire Proposal shall be deemed a public record.

ADJ will retain all Proposals, or a copy of them, as part of the Contract file for the required retention period. After the retention period, ADJ may destroy, or otherwise dispose of the Proposals.

WAIVER OF DEFECTS. ADJ may waive any defects in any Proposal or in the submission process followed by an Offeror. ADJ will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. ADJ accepts multiple Proposals from a single Offeror, but ADJ requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. ADJ will judge each alternate Proposal on its own merit.

AMENDMENTS TO PROPOSALS. Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendments or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized as a single searchable PDF document ordered in the same manner as the response items are ordered in Part 6: REQUIREMENTS FOR PROPOSALS. Technical and Cost Proposals must be in separate documents.

ADJ wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made, or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

ADJ will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether ADJ awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

## **PART 2: EVALUATION PROCESS**

The ADJ's evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. ADJ's initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. ADJ's request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

At its sole discretion, the ADJ will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. The ADJ may add or remove sub-phases to phases 2 through 4 at any time if the ADJ believes doing so will improve the evaluation process.

### **Proposal Evaluation Criteria**

The ADJ staff, or reviewers selected by the ADJ, will evaluate the submittals based upon the following criteria:

<b>Criteria</b>	<b>Points</b>
Work plan Proposal	100
Cost	60
Total	160

The scale below will be used to rate each proposal on the criteria listed in the Work Plan Proposal Evaluation table.

<b>Does not meet</b> 0 Points	<b>Weak</b> 1 Points	<b>Weak to Meets</b> 2 Points	<b>Meets</b> 3 Points	<b>Meets to Strong</b> 4 Points	<b>Strong</b> 5 Points
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The ADJ will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Work Plan Proposal Evaluation. Representative numerical values are defined as follows:

1. DOES NOT MEET (0): Response does not comply substantially with requirements or is not provided.
2. WEAK (1): Response was poor related to meeting the objectives.
3. WEAK TO MEETS (2): Response indicates the objectives will not be completely met or at a level that will be below average.
4. MEETS (3): Response generally meets the objectives (or expectations).
5. MEETS TO STRONG (4): Response indicates the objectives will be exceeded.
6. STRONG (5): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

**PART 3: WORK PLAN PROPOSAL EVALUATION FORM**

<b>Criterion</b>	<b>Weight</b>	<b>Rating (0=Does Not Meet to 5=Strong)</b>	<b>Extended Score</b>
<b>Company Profile</b> a. Evidence that personnel, internal procedures, and other resources necessary to ensure successful performance and contract compliance are in place. b. Number of years doing business related to this Project. c. Information if the Offeror has had a contract terminated for cause or default in the last (5) years and/or has been assessed any penalties including liquidated damages under any existing or past contract with any organization, including government agencies.	<b>4</b>		
<b>Company Experience</b> a. Demonstrate previous experience by describing at least (2) previous projects of similar scope and nature completed in the last (5) years	<b>5</b>		
<b>Ohio-based Company</b> – or one that has significant Ohio presence. (Score (0) or (5) points)	<b>1</b>		
<b>Work plan</b> Provide a work plan that: a. Demonstrates understanding of all required elements of the RFP as described in the Scope of Work. b. Describes in detail the proposed approach including methodologies, processes, and procedures. c. Identifies key personnel assignments.	<b>10</b>		

Total Work Plan Score \_\_\_\_\_



**PART 4: COST PROPOSAL EVALUATION**

ADJ will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

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

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

Scenario for calculating cost points, where Maximum Allowable Cost Points Value = 60 points:

Where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

**COST SUMMARY FORM**

Anti-Terrorism/Force Protection Management Services  
RFP # ADJ190528

**\*THIS FORM SHALL BE INCLUDED AS PART OF THE SUBMITTED PROPOSAL\***

Description	Unit of Measure	Cost
Provide the services of one Anti-Terrorism/Force Protection Coordinator to include all Scope of Work Requirements contained herein.  Cost shall be given as a monthly rate. Rate equals the hourly rate multiplied by the hours worked in a given month. The monthly rate shall include the cost of a cell phone.		
Travel – Travel will be reimbursable to the Offeror. Reimbursement will be at rates in compliance with the State of Ohio Travel Rules.		
Total Cost:		

**FINAL STAGES OF EVALUATION.** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: + Cost Score: = Total Score:

If the ADJ finds that one or more Proposals should be given further consideration, the ADJ may select one or more of the highest-ranking Proposals to move to the next phase. The ADJ may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. The ADJ may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the ADJ believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the ADJ may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. The ADJ will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the ADJ will seek to keep the contents of all Proposals confidential until the Contract is awarded. The ADJ will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

After scoring is complete, if the Proposal with the highest total overall score is one other than from an Ohio or border state Offeror, ADJ will apply the following preferences:

If the Offeror with the highest total overall score offers a foreign product, deduct six per cent of the total available points from the Offeror's total score.

If the Offeror with the highest total overall score was not assessed the preference from (a) and is one other than an Ohio or border state Offeror offering a domestic source end-product, and an Ohio Offeror responded to this RFP and claimed the Buy Ohio Preference, deduct five per cent of the total overall available points from the Offeror's total score.

If the Offeror with the highest total overall score was not assessed a preference from (a) or (b), is one other than a certified VBE Ohio, and a certified VBE responded to this RFP and claimed the Veterans Preference, deduct five per cent of the total overall available points from the Offeror's total score.

**PART 5: SCOPE OF WORK**

1. The selected Offeror will provide the services of one AT/FP Coordinator whose work location shall be at the Adjutant General's Department, Joint Force Headquarters – G3 located at 2825 W. Dublin Granville Road, Columbus, Ohio 43235.
2. The employee provided by the Offeror must be competently trained and experienced with the following minimum qualifications:

A. Education and Experience

- i. Advanced degree; preferably related to Homeland Security/Antiterrorism.
- ii. Five years' experience in leading an Anti-terrorism program.
- iii. DOD intelligence background.
- iv. Experience working with AT funds
- v. Antiterrorism Level II qualified. (Tri-annually)
- vi. U.S. Military leadership position as a Non-commissioned Officer or Company Grade Officer; Military Police or Security Forces
- vii. Trained and familiar with Corps Vulnerability Assessment Management Program (CVAMP).
- viii. Experience in computer hardware, software, and other office equipment. This includes the use of Microsoft Office suite.

B. Knowledge, Skills, and Abilities

- i. Thorough knowledge of applicable DOD and Army regulations, (DoDd 2000.12, DoDi 2000.16H, AR525-13, FM 3-19.30 and AR190 series or equivalent) policies and directives regarding Anti-terrorism, Physical Security, and Force Protection.
- ii. Thorough knowledge of Security Engineering.
- iii. Thorough knowledge of the methods and techniques used in preparing and presenting training programs.
- iv. Considerable knowledge of business and office management practices, financial record keeping and budget preparation.
- v. Ability to establish and maintain effective working relationships within the Ohio National Guard.
- vi. Ability to plan and organize work activities to achieve established program objectives.
- vii. Ability to prepare and make informational presentations regarding Antiterrorism and Force Protection issues.
- viii. Ability to establish reports and databases.
- ix. Ability to communicate clearly and effectively.
- x. The ability to train and advise soldiers regarding Antiterrorism and Force Protection issues.

C. Special Requirements

- i. Possess or eligible to obtain a Top-Secret Security Clearance.
- ii. Ability to pass initial and periodic background investigations, indicating no felony convictions or misdemeanor domestic violence convictions {per Title 18 U.S. Code Section 922}.

- iii. Ability to pass drug/alcohol testing.
- iv. Ability to obtain and maintain a valid state vehicle operator's license.

D. Functional Skills

- i. Public relations work requiring supervisory skills, close public contact, and interaction with the media and community organizations.
- ii. Must be able to work in an often stress filled environment and willing to press through to complete the mission.

The Deputy Director of Army Operations shall have final approval of the employee candidate prior to posting to this assignment.

3. Duties

The selected employee shall perform the following tasks:

- a. Assist in the development and dissemination of AT plans, guidance, and mandatory standards for protecting ARNG personnel, information, critical resources, key assets, and critical infrastructure from acts of terrorism.
- b. Assist in the development and dissemination of AT specific Risk Assessments for special events, mobilizations, assets, facilities, and installations.
- c. Assist in the development of required annual and emergent Threat Assessments for special events, mobilizations, assets, facilities, and installations.
- d. Assist in the development and dissemination of a Random Antiterrorism Measures Program (RAMP) to all subordinate units within the State and tracking RAMP measures implemented throughout the State.
- e. Assist in the preparation and maintenance of contingency plans for the mitigation, alert, response, recovery, and reporting of terrorist events or actions.
- f. Assist in the coordination with Federal, State, Local and Military law enforcement to develop, update, and support the State AT program and share critical resources.
- g. Assist in the coordination with Federal, State, Local and Military law enforcement in the conducting, publishing and dissemination of annual State specific threat assessments and assist subordinate elements in conducting localized threat assessments.
- h. Ensure Level I-IV AT Training and Security Engineering is conducted and tracked for all ARNG personnel within the State and ensuring AT training is incorporated into unit training plans and pre-mobilization training.
- i. Assist in the development and planning of annual State level AT exercises.
- j. Assist in conducting annual vulnerability assessments for subordinate installations, facilities and sites and pre-deployment vulnerability assessments for deploying units.
- k. Assist in conducting annual AT program reviews and evaluation of subordinate AT programs.
- l. Assist in the organization of command and staff relationships in regard to AT and assistance in the establishment of a functional AT Committee and Threat Working Group.
- m. Assist in AT resource management and ensuring AT funding requirements are identified during the Program Objective Memorandum (POM) and prioritized based on threat, vulnerability, and criticality.
- n. Manage State Core Vulnerability Assessment Management Program (CVAMP) entries.
- o. Assist in conducting AT review of military construction (MILCON) projects.

- p. Assist in the maintenance of State AT program products on both the ARNG community within the Antiterrorism Enterprise Portal, (ATEP), and the Force Protection page on Guard Knowledge Online, (GKO).
- q. Assist the ATO in the designation of High-Risk Personnel within the State and ensuring individuals so designated receive appropriate resources and additional training per AR 190-58.

#### 4. Travel

The employee will be required to travel for training, coordination briefings, etc. to various locations both in-state and out-of-state. Requests for authorization of travel must be submitted in writing fifteen (15) days prior to the travel date. Only travel approved by the ADJ, in writing, will be reimbursed to the employee.

Reimbursement shall be made according to the State of Ohio travel rules and rates. The employee will be reimbursed for lodging at a hotel in accordance with GSA rates in the given locale and only for the length of time necessary to meet the training or other ADJ approved requirements for this position. Lodging expenses over GSA rates will not be reimbursed without completing an exception request 30 days prior to the travel departure date. Exception requests should only be submitted when all reasonable lodging options in the area exceed GSA rates for a 1-star to 3-star hotel. Travel must be scheduled and reimbursed per the Office of Budget Management's (OBM) Travel Rules and rates. Rates must be exempted from state taxation (documentation will be provided). The reimbursable rates can be found by [clicking here](#).

- a. When travelling the employee will be reimbursed for meals and non-alcoholic refreshments at allowable Per Diem rates.
- b. Reasonable expenses associated with employee travel will be reimbursed at cost not to exceed the rates detailed in the OBM's Travel Rule.
- c. The employee must submit receipts for travel expenses in order to be reimbursed.

An estimated allowance for travel will be included in the total cost of the contract and will be included in the Cost Summary Sheet. Each Offeror shall include this amount in their total sum cost.

#### 5. Equipment Furnished by The Government:

- a. The ADJ will furnish one (1) government laptop for transit use.
- b. The ADJ will furnish a desktop classified workstation computer and VOI telephone at job location.

#### 6. Communications

The Offeror shall provide and include the cost of a cell phone for communication by the employee during the term of the contract. The cost of the cell phone shall be included in the monthly rate on the Cost Summary Form.

## **PART 6: REQUIREMENTS FOR PROPOSALS**

**PROPOSAL FORMAT.** Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable cover page must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered within each section. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, in order, with sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts (provided after award)
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Supplier Registration
16. Affirmative Action Plan
17. Prohibition of the Expenditure of Public Funds for Offshore Services
18. Cost Summary Form
19. Preference Certification Statements

### **REQUIREMENTS**

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
  - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
  - b. A list of the people who prepared the Proposal, including their titles.
  - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
  - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
  - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
    - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
    - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
    - 3) A description of the work the subcontractor will do.
    - 4) A commitment to do the work if the Offeror is selected.
    - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
    - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying ADJ of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the ADJ. Provide a statement that the Offeror has been approved through this affirmative action program.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
  - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
  - 2) A foreign corporation, not incorporated under the laws of the State of Ohio but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio

Secretary of State. The Offeror's Charter Number

is: \_\_\_\_\_.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:  
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

*(Insert Company name)* affirms they are the prime Offeror.

*(Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from ADJ.

*(Insert Company name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

*(Insert Company name)* affirms that any small business program participants will provide necessary

data to ensure program reporting and compliance.

*(Insert Company name)* agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Adjutant General's Office. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, and the ADJ.

*(Insert Company name)* affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

*If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:*

*(Insert Company name)* affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the State of Ohio and ADJ for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

*If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the certification must also contain the following sentence:*

*(Insert Company name)* affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01(KK).

3. Signed Contracts. The Offeror must provide one (1) originally signed, blue ink copy of the included Contract. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Provided after award).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise by providing a history of contract performance for the past five (5) years to include contracts terminated by default or cause, and the assessment of any penalties under any of its existing or past contracts. Details of the similarities must be included for each project.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully established and maintained AT/FP services that were similar in their nature, size, and scope as the work herein described. These references must relate to work that was completed within the past five (5) years.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee



members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact's name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- e. Description of how the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables.
- f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
  - a. A matrix matching each key team member to the staffing requirements in this RFP.
  - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
  - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
  - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the evaluation committee believes that doing so will be detrimental to the Offeror's performance.

Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given.

For each reference the following information must be provided:

- 1) Candidate's Name.
- 2) Contact Information. The contact's name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.
- 3) Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and

year.

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

- e. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates.
- f. Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

- 8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

- 9. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
  - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.
  - b. Assistance from State staff and the experience/qualification level required; and
  - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

10. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the Special Terms & Conditions, Part 8. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. W-9 Form and Supplier Registration. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form. At least one (1) original (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of this form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. In addition, the Offeror must be registered as a supplier with the State through the Supplier Portal. Registration can be completed or confirmed at: <https://supplier.ohio.gov>
15. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Minority Business Development Division (MBDD) Web site:

<https://eodreporting.oit.ohio.gov/affirmative-action>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the MBDD office.

16. Offshore Services. The Contractor must complete the Contractor/Subcontractor [Affirmation and Disclosure](#) form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.
17. Cost Summary Form. The Cost Summary Form (PART 4: COST PROPOSAL EVALUATION) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price for the Market Basket and Market Basket PRIDE items and a firm fixed discount rate for the catalog. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the initial term of the contract. No price change shall be effective without prior written consent from ADJ.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP. This information should not be included in the Technical Proposal. The State shall not be liable for any costs the Offeror does not identify in its Proposal.

18. Preference Certification Statements. Offerors claiming preference for Domestic Source End Products, the Ohio (Buy Ohio) preference, and/or Veteran Friendly Business Enterprise (VBE) must complete the [Preference Certification Statements](#) form.
19. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.

20. W-9 Form and Supplier Registration. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form. At least one (1) original (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of this form. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. In addition, the Offeror must be registered as a supplier with the State through the Supplier Portal. Registration can be completed or confirmed at: <https://supplier.ohio.gov>

**PART 7: STANDARD TERMS AND CONDITIONS**

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS The Adjutant General's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the ADJ under this Contract, the ADJ will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure; therefore, this Contract will automatically expire at the end of the current applicable biennium. The ADJ may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the ADJ of the decision to do so.

- B. OBM CERTIFICATION None of the rights, duties, or obligations in this Contract will be binding on the ADJ, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the ADJ.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the ADJ is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION/ SUSPENSION

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the ADJ may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the ADJ.
  - a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the ADJ may terminate the Contract by written notice to the Contractor.
  - b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the ADJ will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the ADJ may terminate the Contract. If the ADJ does not give timely notice of a default to Contractor, the State has not waived any of the ADJ's rights or remedies concerning the default.
  - c. Termination for Persistent Default. The ADJ may terminate this Contract by written notice to Contractor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the ADJ has notified Contractor of its third default, the ADJ may terminate this Contract without providing Contractor with an opportunity to cure if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in anyway.
  - d. Termination for Endangered Performance. The ADJ may terminate this Contract by written notice to the Contractor if the ADJ determines that the performance of the Contract is endangered through no fault of the ADJ.
  - e. Termination for Financial Instability. The ADJ may terminate this contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
  - f. Termination for Delinquency, Violation of Law. The ADJ may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal,

state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The ADJ also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the ADJ may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

- g. Termination for Subcontractor Default. The ADJ may terminate this contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the ADJ for any liability to them. Subcontractors will hold the ADJ harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
- h. Termination for Failure to Retain Certification. Pursuant to Section 123.151 and 123.152 of the Revised Code, the State may certify businesses for participation in state sponsored business assistance programs. After certification is obtained it is the responsibility of the Contractor to maintain certification. If the Contractor is awarded a contract pursuant to a certification program and fails to renew its certification and/or is decertified, the ADJ may immediately cancel the contract.
- i. Termination for Convenience. The ADJ may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the ADJ, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the ADJ to be owing to the Contractor.
- j. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the ADJ. The report must detail either the work completed at the time of termination, or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the ADJ at the time of termination. Any and all work, whether completed or not, will be delivered to the ADJ along with the specified report. However, if delivery in that manner would not be in the ADJ's interest, then the Contractor will propose a suitable alternate form of delivery.
- 2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the ADJ may suspend rather than terminate this Contract where the ADJ believes that doing so would better serve its interest.

In the case of a suspension for the ADJ's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the ADJ's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the ADJ resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the ADJ as is required in the case of termination.

## II. CONTRACT REMEDIES:

- A. ACTUAL DAMAGES. Contractor is liable to the ADJ for all actual and direct damages caused by Contractor's default. The ADJ may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The ADJ may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the ADJ may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE. The ADJ may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the ADJ.

PART 8: SPECIAL TERMS AND CONDITIONS

I. CONTRACT COMPLIANCE PROVISIONS:

A. CONTRACT COMPLIANCE. If the ADJ observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the ADJ will execute a Complaint to Vendor (CTV) to help resolve the infraction(s). The ADJ will apply the terms and conditions of the Termination provision of this Contract to resolve the infractions(s).

B. DELIVERABLES. The Contractor may not provide any other goods or services under this Contract without an amendment to this Contract. Also, the Contractor may not charge any other prices for these goods or services, except for those provided by contract.

C. INSURANCE. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products, and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limits.

2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.

4. Cyber liability (first and third party) with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain the following

provisions:

Additional Insured Status

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.



**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials, and employees shall be excess of the Contractor's insurance and shall not contribute with it.

**Umbrella or Excess Insurance Policies**

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

**Notice of Cancellation**

Contractor shall provide State of Ohio with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**Waiver of Subrogation**

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

**Deductibles and Self-Insured Retentions**

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

**Verification of Coverage**

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances:

II. PARTIES TO THE CONTRACT:

- A. INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits, unemployment compensation contributions, and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

III. GENERAL PROVISIONS:

- A. CONTRACT TERM: This contract is in effect from 1 July 2019 through 30 June 2020.
- B. CONTRACT RENEWAL: This Contract may be renewed solely at the discretion of the ADJ, for a period of two (2) additional years at one (1) year increments. The decision to renew this contract shall be based on mutual agreement following the negotiation of prices.
- C. OHIO ETHICS: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- D. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

IV. SPECIAL PROVISIONS:

- A. LOBBYING: The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, or a Member of Congress, in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the CONTRACTORNENDOR covenants and agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

- B. ENVIRONMENTAL STANDARDS: The Contractor agrees that its performance under this contract shall comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State or Local environmental regulation.

The Contractor shall ensure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15.5 without the concurrence of the ADJ and NGB. The Contractor shall notify the ADJ of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement is under consideration for listing on the EPA list of violating facilities.

For the purposes of this section, the ADJ agrees that the Contractor's obligations in paragraphs 15.2.1 and 15.2.2 of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under the Master Cooperative Agreement (MCA), that is currently or becomes, listed as a violating facility, on the effective date of the MCA, pursuant to 40 CFR Part 15.5; nor, shall the listing be the basis for the Department's termination for cause of the MCA or for the ADJ's disallowance of any cost otherwise allowable under the MCA. Subject to the availability of funds, the Contractor and the ADJ agree to cooperate to remediate, as expeditiously as possible, any facility the operation and maintenance of which is within the scope of the MCA, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

- C. **DEBARMENT AND SUSPENSION:** The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

The Final Rules, Government wide Debarment and Suspension (non-procurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof, including any amendments that may hereafter be issued.

- D. **RELOCATION AND REAL PROPERTY ACQUISITION:** The Contractor covenants and agrees that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).
- E. **COPELAND "ANTI-KICKBACK" ACT:** The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
- F. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Contractor/Vendor covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.
- G. **NATIONAL HISTORIC PRESERVATION:** The Contractor/Vendor agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).
- H. **HATCH ACT:** The Contractor agrees to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.
- I. **CARGO PREFERENCE:** Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance

with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

- J. **BUY AMERICAN ACT:** The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
- K. **USE OF UNITED STATES FLAG CARRIERS:** The Contractor covenants and agrees that travel supported by U.S. Government funds under this Agreement shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. The Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.2(b).

