

REQUEST FOR QUALIFICATIONS

Qualification and General Instructions

RFQ NUMBER: 621029-CSCTPAOHIO

Coleman Spohn Corporation (CSC) is a third party administrator for maintenance and repair project for agency (agencies) of the State of Ohio which will be awarded only to prequalified contractors. In order to become prequalified you must complete and submit the attached Application for Qualification and the Terms and Conditions. If accepted you will be notified. The terms and conditions set forth herein, will be incorporated into any contract subsequently awarded as if fully rewritten therein.

By executing the attached terms and conditions you are agreeing to the inclusion of these provisions into any contract that you may be awarded.

The terms and conditions may be amended at anytime and from time to time at the sole discretion of CSC and/or the State. Any changes shall be made and disseminated on the copy of the document to be found on the Electronic Task Order System (ETOS). You may be requested to execute a revised document prior to entering into a contract.

Offerors must note that all materials submitted will become the property of CSC and may be returned only at CSC's option. Proprietary information should not be included in a proposal or supporting materials because CSC will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror.

If you have any questions, please contact dkause@colemanspohn.com or nbernal@colemanspohn.com.

Coleman Spohn Corporation RFQ

Offeror Profile, Ability, and Capacity

Company Name:			
Corporate Address:			
RFQ Preparer Name and Title:			
Company Point of Contact: (Name, phone number, email)			
Years in Business:		Federal Tax ID:	
Number of Employees:			
Registration/Entity Number:			

Company Leadership:

President	
Vice President	
Secretary	
Treasurer	

Required Document Checklist:

(Please submit these documents in order)

Page 2: Statement Page	
Edge/MBE Certification (if applicable)	
Description of How Projects Are Handled	
Regions and Service Categories	
Offeror Past Performance/References (min. of 5)	
Offeror Performance Form	
Affirmation and Disclosure Form	
Worker's Compensation and EMR Proof of General Liability Insurance	
Copy of Contractors W-9	
Signed Contracts in Blue Ink (2 copies)	

January 1, 2020

To Coleman Spohn Corporation:

Let it be known that, _____, of _____, agrees
to the following statements:

Mandatory Requirements:

Offeror does not take any exception to the Terms and Conditions or any requirement of this RFQ.

- a. Offeror does not assume there will be an opportunity to negotiate any aspect of the Contract.
- b. Offeror will comply with all Federal and Ohio law as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- c. 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 RFQ, without notifying CSC of such finding.
- d. To the best of the Offeror's knowledge, information, and belief, all the Offeror's 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.
- e. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2,500.00 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 Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program.
- f. Registration with the Secretary of State. By the signature affixed to this Qualifications Statement, the Offeror attests that the Offeror is:
 - 1) An Ohio business entity that is properly registered with the Ohio Secretary of State if required; or
 - 2) A foreign business entity that is registered with

the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

- g. Any foreign business entities that transact business in the state of Ohio, without being properly registered, or when its registration has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign business entity shall transact business in the state of Ohio, if such entity is required by applicable law to register but has not done so. Failure to comply with this section or related applicable law may subject the violator to legal consequences.
- h. Offeror attests that it is registered with the Ohio Secretary of State if required.

Certification:

Offeror affirms they are the prime Offeror.

Offeror affirms it shall not, and shall not allow others, to perform work or take data outside the United States without express written authorization from CSC.

Offeror affirms that all personnel who work on any project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

Offeror affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

Offeror agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Department of Administrative Services, and CSC.

Offeror has a full opportunity to find other business and has made an investment in its business. Moreover, Offeror 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 Offeror or any of the personnel provided by Offeror, and the Agency, the Department of Administrative Services, or CSC.

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

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

Offeror 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 the Department of Administrative Services and the Agency and CSC 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.

Offeror affirms that the information included in its Qualification Statement is true and accurate to the best of its knowledge, information, and belief.

Conflict of Interest Statement.

Neither the Offeror or any people that may work on a Project through the Offeror have a possible conflict of interest (e.g., an employee of CSC or the State of Ohio, etc.) and, if so, the Offeror will provide a statement regarding the nature of that conflict. CSC has the right to reject Qualifications Statements in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict. For this Contract, it would be a conflict of interest if the Offeror is directly associated with CSC.

By signing below the Offeror affirms that they acknowledge all the statements listed in

this document. Title: _____

Name: _____

Signature: _____

Date: _____

CHART FOR REGIONS AND TRADES

The Offerors Trade disciplines by CSI Code and Area

CSI DIV	Y/N/S	Description	Ohio	Cleveland	Columbus	Instructions 1. Place "Y" on the trades/scope you self preform and "S" (subcontract to others) for to execute; Leave blank on any CSI code that doesn't apply. ----- 2. Place an x in all Ohio, or in the region based on the county map below if you only looking at a region of the state applicable to your organization		
All General Trades								
02	41	Demolition						
02	70	Paving						
02	80	Remediation						
02	90	Landscaping						
03		Concrete						
04		Masonry						
05		Metals				STATE OF OHIO COUNTIES		
05	10	Structural				Cleveland Region		
06		Wood & Plastic				Allen	Ashland	Ashtabula
06	10	Carpentry Rough				Carroll	Columbiana	Coshocton
06	20	Carpentry Finishes				Crawford	Cuyahoga	Defiance
07		Thermal and Moisture				Erie	Fulton	Geauga
07	00	Roofing				Harrison	Henry	Holmes
07	10	Waterproofing				Huron	Jefferson	Lake
08		Doors & Window				Lorain	Lucas	Mahoning
09		Finishes				Medina	Mercer	Ottawa
09	20	Drywall				Paulding	Portage	Putnam
09	30	Tiles				Richland	Sandusky	Seneca
09	50	Ceilings				Stark	Summit	Trumbull
09	60	Flooring <small>(Carpet/Wood/Tile)</small>				Tuscarawas	Wayne	Williams
09	90	Painting				Wood	Wyandot	
10		Specialties				Columbus Region		
10	40	Signage				Adams	Athens	Auglaize
11		Equipment				Belmont	Brown	Butler
12		Furnishings				Champaign	Clark	Clermont

CHART FOR REGIONS AND TRADES

14			Conveying Sys				Clinton	Darke	Delaware
14	20		Elevators				Fairfield	Fayette	Franklin
20			Mechanical Support				Gallia	Greene	Guernsey
21			Fire Suppression				Hamilton	Hancock	Hardin
22			Plumbing				Highland	Hocking	Jackson
23			HVAC				Knox	Lawrence	Licking
25			Integrated Automation				Logan	Madison	Marion
26			Electrical				Meigs	Miami	Monroe
26	32		Emergency Generators				Montgomery	Morgan	Morrow
27			Communications				Muskingum	Noble	Perry
28			Electronic Safety & Security				Pickaway	Pike	Preble
31			Earthwork				Ross	Scioto	Shelby
32			Exterior Improvements				Union	Vinton	Washington
			Other				Warren	Van Wert	

OFFEROR'S NAME _____

PAST PERFORMANCE

Your Firm's Name:			
Name of Project:			
Location of Project:			
Square Footage:			
Trades Involved:			
General Scope of Work:			
Role and work your company self-performed:			
Construction Costs:			
At Award:		Final Cost:	
Award Date:			
Scheduled Completion:		Actual Completion:	
Reason for the cost growth:			
Extent and type of work you subcontracted out:			
Owner's Point of Contact:			
Name:		Company:	
Telephone Number:			
Performance Evaluation:			

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Performance Evaluation:			

OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past five (5) years or as many years as available if the Offeror has not been in existence for five (5) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name address and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so, provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of CSC, such an answer and a review of the background details may result in a rejection of the Offeror's Qualifications Statement. CSC will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of CSC and the State.

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

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

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

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

This Contract, which results from RFQ 621029-CSCTPAOHIO entitled Third Party Administrator (TPA) for the State of Ohio, is between Coleman Spohn Corporation (“CSC”) and

(the "Contractor").

If this RFQ results in a Contract award, the Contract will consist of this RFQ including all attachments, written addenda to this RFQ, the Contractor's Qualifications Statement, and written, authorized addenda to the Contractor's Qualifications Statement, and any future project issued by CSC to the Contractor. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract.

The form of the Contract is this one (1) page attachment to the RFQ, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFQ. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFQ, as amended;
2. The documents and materials incorporated by reference in the RFQ;
3. The Contractor's Qualifications Statement, as amended, clarified, and accepted by the State;
4. The documents and materials incorporated by reference in the Contractor's Qualifications Statement; and
5. The Project.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

SIGNATURES ON FOLLOWING PAGE ARE INCORPORATED INTO THIS DOCUMENT

This Contract has an effective date of_____.

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

(Contractor)

(Signature)

(PrintedName)

(Date)

Coleman Spohn Corporation

(Signature)

(Printed Name)

(Date)