

## **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 any time 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 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 [ctfigueroa@colemanspohn.com](mailto:ctfigueroa@colemanspohn.com).

Coleman Spohn Corporation RFQ

Offeror Profile, Ability, and Capacity

Company Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

Preparer Name and Title: \_\_\_\_\_

Company Point of Contact: \_\_\_\_\_  
*(name, phone number, email)*

Federal Tax ID: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Registration/Entity Number: \_\_\_\_\_

Company Leadership

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

**Required Document Checklist:**  
(Please submit the following documents in order)

Edge certification (if applicable)	
MBE certification (if applicable)	
Description of how projects are handled	
Regions and service categories	
Past Performance/References (minimum of 5)	
Performance Form	
Affirmation and Disclosure Form	
Worker's Compensation Certificate	
ERM Proof of General Liability Insurance	
Form W-9	
Signed contracts in blue ink (2 copies)	

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 comply 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 nor 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.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## CHART FOR REGIONS AND TRADES

The Offeror's Trade disciplines by CSI Code and Area									
CSI DIV	Y/N/S	Description	Ohio	Cleveland	Columbus	<b>Instructions:</b> 1. Place "Y" on the trades/scope you self-perform and "S" (subcontract to others) for to execute; Leave blank on any CSI code that does not 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			
<b>All General Trades</b>									
02	41	Demolition							
02	70	Paving							
02	80	Remediation							
02	90	Landscaping							
03		<b>Concrete</b>							
04		<b>Masonry</b>							
05		<b>Metals</b>				STATE OF OHIO COUNTIES			
05	10	<b>Structural</b>				Cleveland Region			
06		<b>Wood &amp; Plastic</b>				Allen	Ashland	Ashtabula	
06	10	<b>Carpentry Rough</b>				Carroll	Columbiana	Coshocton	
06	20	<b>Carpentry Finishes</b>				Crawford	Cuyahoga	Defiance	
07		<b>Thermal and Moisture</b>				Erie	Fulton	Geauga	
07	00	<b>Roofing</b>				Harrison	Henry	Holmes	
07	10	<b>Waterproofing</b>				Huron	Jefferson	Lake	
08		<b>Doors &amp; Window</b>				Lorain	Lucas	Mahoning	
09		<b>Finishes</b>				Medina	Mercer	Ottawa	
09	20	<b>Drywall</b>				Paulding	Portage	Putnam	
09	30	<b>Tiles</b>				Richland	Sandusky	Seneca	
09	50	<b>Ceilings</b>				Stark	Summit	Trumbull	
09	60	<b>Flooring</b> (Carpet/Wood/Tile)				Tuscarawas	Wayne	Williams	
09	90	<b>Painting</b>				Wood	Wyandot		
10		<b>Specialties</b>				Columbus Region			
10	40	<b>Signage</b>				Adams	Athens	Auglaize	
11		<b>Equipment</b>				Belmont	Brown	Butler	
12		<b>Furnishings</b>				Champaign	Clark	Clermont	

### CHART FOR REGIONS AND TRADES

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

Offeror's Name: \_\_\_\_\_

**PAST PERFORMANCE**

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



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

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

### 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.
	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/Principle location of business of subcontractor(s):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address, City, State, Zip

2. Location where service will be performed by Contractor:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Name/Location where subcontractor will perform services:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address, City, State, Zip

Name/Location where subcontractor will perform services:

_____	_____
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, 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

\_\_\_\_\_

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

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(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.

_____	Coleman Spohn Corporation
Contractor	_____
	State of Ohio TPA
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date