

State of Ohio  
 Department of Natural Resources  
 2045 Morse Rd.  
 Columbus, OH 43229

## INVITATION TO BID For ADA Fishing Pier at BUCK CREEK STATE PARK



A signed Bid must be submitted to receive consideration for award of contract.		BIDDER NAME _____	
BID NUMBER  DNRPWC015	OPENING DATE/TIME (10/08/20 4:00p.m.)  DATE 10/01/20	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet _____ CITY _____ STATE _____ ZIP _____	
Ohio Department of Natural Resources  Attn: Division of Natural Resources 2045 Morse Road Columbus Ohio 43229-6693		COUNTY _____	MBE/EDGE CERTIFICATE NUMBER _____
		TELEPHONE NO. _____	TOLL FREE NO. 1 - _____
		CONTACT PERSON _____	FAX NO. _____
REQ./INDEX NO. _____	NOTICE DATE 10/01/20	BIDDER'S E-MAIL ADDRESS _____	

**THIS REQUEST IS FOR:**

**ADA Fishing Pier at BUCK CREEK STATE PARK**

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". \_\_\_\_\_%, \_\_\_\_\_Days, Net 30 Days

<b>BILL TO:</b>  Ohio Shared Services PO Box 182880 Columbus, OH 43218-2880	<b>SHIP TO:</b>  Ohio Department of Natural Resources Buck Creek State Park 1976 Buck Creek Lane Springfield, OH 45003
<b>DELIVERY REQUESTED</b>  F.O.B./DEST. P.P.D. <u>November 30, 2020</u>	<b>DELIVERY OFFERED (IF DIFFERENT)</b>  F.O.B./DEST. P.P.D. _____

The original signed Bid must be received by ODNR on or before 4:00 p.m. EST on the above stated Opening Date to receive consideration for award. All attachments included in the Bid MUST be submitted with Bid. Bids received after the Opening Date and time will not be considered for award.

**Submit Bids via e-mail only to:** Agency Procurement Officer Ohio Department of Natural Resources, Kim Smith, Sourcing Analyst, Department of Natural Resources Office of Division of Parks & Watercraft. ParkswatercraftBids@dnr.state.oh.us

The contract will be awarded to the Bidder with the lowest responsive and responsible Bid. The winning Bidder must demonstrate responsiveness by affirming the ability of its goods to meet the specifications (the "Specifications") set forth herein. The winning Bidder shall, within fourteen (14) days of the announcement of the winning Bid, enter into a contract with the Ohio Department of Natural Resources ("ODNR" or the "State") in substantially the same form as the Agreement attached hereto as Exhibit A (the "Agreement"). The Specifications and Bidder's Bid shall be exhibits to the Agreement.

Ohio Revised Code (ORC) Section 9.24, prohibits ODNR from awarding a contract to any Bidder(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 Bid, Bidder warrants that it is now, and will not become subject to an unresolved finding for recovery under ORC 9.24, prior to the award of any agreement arising out of this Invitation for Bid ("RFP") without notifying ODNR of such finding.

By submission of this Bid, the Bidder is affirming that it is capable of providing the manpower and competency required to meet the requirements of the Specifications and Agreement (Exhibit A).



1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
  - Yes  No (Go to B-2)
  
2. Bidder has significant economic presence within the State of Ohio.  Yes (Answer a, b, c, d below)  No (Go to B-3)
  - a) Bidder has paid the required taxes due the state of Ohio  Yes  No
  - b) Bidder is registered with the Ohio Secretary of State
    - Yes (Charter/Registration No.: \_\_\_\_\_)  No
 Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://sos.state.oh.us/>
  - c) Bidder has ten or more employees based in Ohio or border state.  Yes  No (Go to B-2d)
  - d) Bidder has seventy-five percent or more employees based in Ohio or border state.  Yes  No (Go to B-3)
  
3. Border state Bidder:
  - Yes (Specify which state then go to B-2c):  KY  MI  NY  PA  IN  No (Go to B-4)
  
4. Border state Bidder: mined products mined in respective border state  Yes  No  Not Applicable

**C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16**

Is the Bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(OO)  
 Yes  No

**INQUIRIES:** All inquiries should be submitted a minimum of five (5) working days prior to the opening date through the procurement website, [www.procure.ohio.gov](http://www.procure.ohio.gov). Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

**SUBCONTRACTOR DISCLOSURE CERTIFICATION**

**Disclosure of Subcontractors / Joint Ventures**

List names of subcontractors who will be performing work under the Agreement.


The Bidder agrees that no changes will be made to this list of subcontractors without prior written approval of ODNR. Any attempt by the Bidder to change or otherwise alter subcontractors without prior written approval of ODNR, will be deemed a default. If a default should occur, ODNR will seek all legal remedies as set forth in the Agreement which may include immediate cancellation of the Agreement.

## **SPECIFICATIONS**

### **Scope of Work**

#### **1- HANDICAPPED-ACCESSIBLE TRUSS FISHING PIER WITH WOOD HANDICAPPED-ACCESSIBLE FISHING HANDRAIL**

Includes: 1- 4'W x 10'L Aluminum ADA Ramp  
1- 6'W x 60'L Approach Walkway with Wood Handrail  
1- 8'W x 40'L Fishing Dock with Handicapped Accessible Handrail  
Factory-Assembled and Delivered to Springfield, OH 45502

#### **FRAME:**

Hot-Dipped Galvanized Steel Truss Frame, 2"x2" Angle Separated by 1/2" Rod, 12" High

#### **FASTENERS:**

Hot-Dipped Galvanized 1/2" Carriage Bolt Sets, 3/8" Lag Bolt Sets, Galvanized Wood Deck Screws

#### **FLOTATION:**

Polyethylene Shell - Foam (EPS) Filled Float Drums, 15-Year Warranty.

#### **LUMBER:**

Nominal 4"x4" and 2"x6" Pressure Treated Southern Yellow Pine - Fishing Handrail With designated Drop Zones.

#### **DECKING:**

Nominal 2"x6" Pressure Treated Southern Yellow Pine - Decking

#### **ACCESSORIES:**

Hot-Dipped Galvanized Welded Pipe Holders -4" (3" Anchoring Pipe Not Included)

#### **GANGWAY:**

All Aluminum ADA 4'W x 10'L Gangway, Aluminum Ribbed Decking, Aluminum ADA Handrail (both sides), Grab Rail, Toe Kick, Hinge and Roller Assemblies

**PRICE SCHEDULE**

	Description	Cost
1	ADA Fishing Pier at BUCK CREEK STATE PARK	
Total Cost		

**DELIVERABLES**

	Deliverables	DUE DATE	COMPENSATION
	During to the contract period Buck Creek State Park and Contractor agree to the following:		
1.	Contractor shall provide entire part ready for delivery by date.	Must be completed by : November 30, 2020	
	<b>Total Contract Amount</b>		

**STATE OF OHIO  
INSTRUCTIONS, TERMS AND  
CONDITIONS FOR INVITATION FOR BID**

**I-1. Bids are Public Records.** Once Bids have been opened they may be considered public record as defined in Ohio Revised Code ("O.R.C.") Section 149.43 and are subject to inspection and copying after ODNR announces the award of the contract.. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Such requests must be accompanied by the statutory exemption from Ohio's Public Records Act, Chapter 149 of the O.R.C. Any confidential material shall accompany the Bid in a sealed container marked "confidential", and shall be readily separable from the Bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the Bid opening rests solely with ODNR.

**I-2. Bids are Firm for 90 Days.** Unless stated otherwise, once opened, all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, Bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

**I-3. Bid Preparation.** ODNR assumes no responsibility for costs incurred by the Bidder prior to the award of any contract resulting from this Bid. Total liability of ODNR is limited to the terms and conditions of a resulting contract.

**I-4. Suspension and Debarments.** ODNR will not award a contract for supplies or services, funded in whole or in part with federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the federal List of Excluded Parties Listing System <https://www.sam.gov/portal/public/SAM/>

**I-5. Registration with the Secretary of State.** The Bidder represents and warrants that the Bidder meets all applicable requirements for registration under O.R. C. Chapters 1701, 1703 or 1705.

Any foreign corporation required to be licensed under O.R.C. Sections 1703.01 to 1703.31, 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 ODNR, if such corporation is required by O.R.C. Sections 1703.01 to 1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

**I-6. Certification Regarding Contract Eligibility With Other Governmental Entities.** The Bidder certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the State of Ohio. If the Bidder cannot so certify, the Bidder must provide a written explanation with the Bid response.

**I-7. Non-Collusion Certification.** The Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing Bid; that such Bid is genuine and not collusive or sham; that Bidder has not colluded, conspired or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid; or colluded or conspired to have another not Bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the Bid price of its Bid or

any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against any Bidder or any person or persons interested in the proposed contract and that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted this Bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

**I-8. Electronic Commerce Program.** The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State of Ohio and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with ODNR. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/default.aspx>

**I-9. Use of Social Security Numbers as Federal Tax Identification Numbers.** ODNR requires vendors and contractors wishing to do business with ODNR to provide their Federal Taxpayer Identification Number to ODNR. ODNR does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with ODNR and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and ODNR may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**I-10. Expenditure of Public Funds on Offshore Services.** Bidder affirms to have read and understands Executive Order 2019-12D and hereby certifies that its Bid shall comply with the requirements of that Executive Order. ODNR reserves the right to recover any funds paid for services Bidder performs outside of the United States for which it did not receive a waiver.

**STATE OF OHIO**

**DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

- 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)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

- \_\_\_\_\_  
(Name) \_\_\_\_\_ (Address, City, State, Zip)  
3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

\_\_\_\_\_  
(Address) \_\_\_\_\_ (Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

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

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

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address) \_\_\_\_\_ (Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

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

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

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



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## STEP 1: Personal Information

Social Security Number

□□□□ — □□ — □□□□□□

Date of Birth

Month Day Year

□□ / □□ / □□□□

First Name

MI

Last Name

□□□□□□□□□□ □□ □□□□□□□□□□□□□□

Name of Current Employer

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

I am an OPERS or other retirement system benefit recipient

## STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

Employer Contact

First Name

MI

Last Name

□□□□□□□□□□ □□ □□□□□□□□□□□□□□

Employer Code

Employer Contact Phone Number

□□□□□□□□ □□□□ — □□□□ — □□□□□□

Service Provided to Public Employer

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

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Start Date of Service

End Date of Service

Month Day Year

Month Day Year

□□ / □□ / □□□□

□□ / □□ / □□□□

**ATTACHMENT ONE**

- I. Attachment one is an example of a DNR contract.
- II. Apparent awardee will be required to sign a contract with the Ohio Department of Natural Resources

**III. EXAMPLE ONLY**

**ADDENDUM TO THE**

**BID/QUOTE OF**

**NAME OF CONTRACTOR**

**FOR STATE OF OHIO**

**DEPARTMENT OF NATURAL RESOURCES**

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the State of Ohio, Department of Natural Resources ("ODNR"), agrees to the terms and conditions set forth in the bid/quote of **NAME OF CONTRACTOR** of **ADDRESS** ("Contractor"). Additionally, Contractor and ODNR agree that the following terms and conditions shall be incorporated into and form a part of the bid/quote to which they are attached. This Addendum and the bid/quote in combination shall be referred to as the "Agreement."

**1. Payment:**

A. The total amount to be paid by ODNR to the Contractor under this Agreement shall in no event exceed the sum of \$\_\_\_\_\_.

B. Payments under this Agreement shall be due on the 30<sup>th</sup> calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (2) the date equipment, materials, goods, supplies, or services are accepted in accordance with the terms of this Agreement. The date of the warrant issued in payment shall be considered the date payment is made.

C. Invoices shall be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

(1) Name and address of Contractor;

(2) Federal Tax Identification Number of Contractor;

(3) Invoice remittance address of Contractor;

(4) The purchase order number authorizing the delivery of equipment, materials, supplies or services.

(5) A description, including time period; serial number, when applicable; unit price; quantity; and total price of equipment, materials, supplies, or services actually delivered or rendered as specified in the purchase order. If the invoice is for lease purchase, the payment number (e.g. 1 of 36) shall also be indicated.

D. Ohio Revised Code (“R.C.”) § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.

2. **Non-Appropriation and OBM Certification:** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR’s funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

3. **Term:** Notwithstanding any renewals, automatic or otherwise, provided in the attached bid/quote, this Agreement shall terminate as of, and shall not extend beyond, the budget biennium ending June 30, 2021. Any renewals of this Agreement beyond the current biennium shall be by separate addendum.

4. **Taxes:** ODNR is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODNR does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor.

5. **Insurance:** The State of Ohio is self-insured.

6. **Equal Employment Opportunity:** Contractor agrees that it is in compliance with the requirements of R.C. § 125.111.

7. **Qualified to Do Business in Ohio:** Contractor represents and warrants that it has all of the approvals, licenses, and other qualifications needed to perform under this Agreement and to transact business in Ohio. If, at any time during the term of this Agreement, Contractor for any reason becomes disqualified from either performance of this Agreement or transacting business in Ohio, Contractor will immediately notify ODNR in writing and will cease performance under this Agreement.

8. **Workers’ Compensation:** Contractor shall provide its own workers’ compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

9. **Governing Law:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

10. **Drug-free Workplace:** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

11. **Ohio Ethics Law:** Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law as provided by R.C. § 102.03 and 102.04.

12. **Ohio Election Law:** Contractor affirms that it is compliant with R.C. § 3517.13.

13. **Liability; Indemnification:** Contractor shall be solely responsible for any and all claims, demands, or causes of action arising from Contractor’s obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify

Contractor. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

**14. State Audit Findings:** Contractor affirmatively represents to ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken the appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Contractor agrees that, if this representation is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.

**15. Independent Contractor:** Unless Contractor is a “business entity” as that term is defined in R.C. § 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), Contractor shall have any individual performing services under this Agreement complete and submit the attached Independent Contractor Acknowledgment to ODNR. Contractor’s failure to complete and submit said attachment at the time Contractor executes this Addendum shall serve as Contractor’s certification that Contractor is a “business entity” as that term is defined in R.C. § 145.037.

**16. Expenditure of Public Funds for Offshore Services:** Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODNR reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. ODNR does not waive any other rights and remedies provided to ODNR in this Contract.

**17. Open Trade:** Pursuant to R.C. § 9.76 (B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

**18. Entire Agreement; Modifications:** The Agreement supersedes all prior agreements, written or oral, between Contractor and ODNR and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODNR and Contractor.

**19. Addendum Controlling:** In the event there is a conflict between the terms and conditions of the bid/quote and this Addendum, this Addendum is controlling.

CONTRACTOR:

STATE OF OHIO

NAME OF CONTRACTOR

DEPARTMENT OF NATURAL RESOURCES:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO

DEPARTMENT OF NATURAL RESOURCES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

- 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)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Address, City, State, Zip)

---

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(Name)

(Address, City, State, Zip)

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

---

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(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

---

---

(Name)

(Address, City, State, Zip)

---

---

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

---

---

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

---

---

(Name)

(Address, City, State, Zip)

---

---

(Name)

(Address, City, State, Zip)

---

---

(Name)

(Address, City, State, Zip)



**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name