



OHIO DEPARTMENT OF YOUTH SERVICES

Ted Strickland, Governor • Thomas J. Stickrath, Director

INVITATION TO BID
QUOTE Number: DYS11LHB26

**THE REPLACEMENT AND REPAIR OF EXISTING OUTDOOR LIGHTING
FOR CUYAHOGA HILLS JUVENILE CORRECTIONAL FACILITY**

OPEN DATE: October 12, 2011, 2:00 PM EST

The Ohio Department of Youth Services (ODYS) will accept bids for the replacement and repair of existing outdoor lighting as specified in Attachment A.

Bid Instructions:

Interested Certified MBE bidders should return the entire bid document, including the attached Cost Summary form with their quote pricing for the service requested.

Completed quotes may be returned fax or email:

Cuyahoga Hills Juvenile Correctional Facility

Attn: Dennis Gabalski or Gary Schultz

dennis.gabalski@dys.ohio.gov

or

gary.schultz@dys.ohio.gov

4321 Green Road, Highland Hills, Ohio 44128

Fax. # 216-464-5348

by:

October 12, 2011 by 2:00 PM EST.

Bids received after that date and time will not be considered for award. All bids should be completed on the enclosed bid form and must include all of the requirements set forth below to be considered. Bidders must also submit a copy of their W-9 form.

Award of this ITB for the replacement and repair of existing outdoor lighting, as described, will be made by a purchase order, and will incorporate all terms and conditions of this bid.

Scope of Work can be found in Exhibit A, attached.



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Exhibit A

A. Statement of Needs: The replacement and repair of existing outdoor lighting

Exhibit A

Statement of needs:

Cuyahoga Hills Juvenile Correctional Facility requires the replacement and repair of existing outdoor lighting. The repair or replacement of the following pole lights:

- 1,000 watt high pressure sodium
- 400 watt mercury and
- 400 watt high pressure sodium lamps and or ballast for all of the above.

Building lights which consist of the following:

- 400 watt mercury
- 400 watt metal halide lamps and or ballast for all of the above.

Fence perimeter lighting which consist of the following:

- F32T8 florescent lamp and or ballast.

All preparation, construction, demolition, trucking, and related work must be performed in a safe and professional manner and meet industry standards for quality of materials and workmanship. All work must be completed and invoiced no later than **November 30, 2011**.

Contractor must comply with all Institutional rules and regulations relative to contractors at Cuyahoga Hills Juvenile Correctional Facility in addition to all Federal, State, & Local laws and ordinances.

Prevailing wage rates may be applicable.

A written warranty is required.

Statement of services:

Cuyahoga Hills Juvenile Correctional Facility will require the winning bidder to remove all related debris from the project and return landscape to its original condition.

An on-site evaluation with Mr. Dennis Gabalski, Building Maintenance Superintendent or designee and Mr. Gary Schultz, Deputy Superintendent is optional but encouraged



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prior to any bid being submitted. The on site pre bid visit will be held on **October 6, 2011 @ 10:00am**. The facility location is 4321 Green Road, Highland Hills, Ohio 44128.



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Working hours for the project will be 7:30am – 5:00 pm Monday through Friday. Hours and/or days may be changed or adjusted with approval of the Building Maintenance Superintendent or designee.

Monitoring and Evaluation:

The Building Maintenance Superintendent at Cuyahoga Hills Juvenile Correctional Facility will be responsible for monitoring and evaluating this project. Criteria will be based on timeliness, quality of workmanship, materials, adherence to industry standards, institutional rules, and professionalism.

Selection Criteria:

1A) Experience/Background (30%)

Company Portfolio, Referrals, and locations of previous work performed. Contractor must have the proper equipment, employees and experience to perform and complete this project by the established deadline.

2) Accountability Plan: (20%)

2A) Length, and coverage of warranty.

2B) Work must be completed in the established timeframe.

3) Cost Effectiveness (50%)

1A) The facility is obligated in obtaining the best overall value. Cost, quality of work, dependability, warranty, honesty and professionalism all play a valued role in the overall determination of the cost effectiveness when determining a contractor for this project.



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Bidders should indicate the number of days required to begin and finish the project after receipt of an order (ARO). Begin/completion time quoted may be a factor in award of this bid.

The Contractor guarantees, by its signature, that it has insurance coverage that is current and is effective for the delivery and installation of the equipment and that such insurance policies are written by companies licensed to do business in the state of Ohio. The contractor shall be responsible for and maintain property insurance coverage, at its option and expense, to cover tools, equipment, etc., owned or rented.

Evaluation of bids: Award will be made to the lowest responsive and responsible bidder as determined by ODYS under the Ohio Revised Code.

If interested in providing the replacement and repair of existing outdoor lighting on the date/time listed, please submit the following information:

1. Cost Summary (the form provided must be returned) that includes:
 - a. Federal tax identification number, and principal place of business;
 - b. The name, address, telephone number, email address, and fax number of a contact person who has authority to answer questions regarding the bid;
2. Completed W-9 form The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>
3. Specify begin/completion time (use Cost Summary form) after purchase order notification. (***Time may be a factor in award of this bid.***);
4. Signed copy of Certification Page, Attachment One;



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Ohio Elections Law

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

Complete and return Attachment One with the bid response.

Ohio Ethics and Conflict of Interest Laws – See Attachment One

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Conflict of Interest. See Attachment One. Each bid must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODYS has the right to reject a bid in which a conflict is disclosed or cancel the contract if any interest is later discovered that could give the appearance of a conflict.

Equal Employment Opportunity: See Attachment One. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website:

<http://www.das.ohio.gov/Eod/AAEEO.htm>



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Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization. ***Prior to Award***, the Contractor must complete and have on file with the Ohio Office of Budget and Management (OBM), the DMA Pre-Certification Form. Vendors must certify through Ohio Business Gateway at obg.ohio.gov. Vendors must complete this process electronically.

Award. If this ITB results in an award, the bid award will include this ITB, written addenda to this ITB, the Contractor's Bid Letter, and written, authorized amendments to the Contractor's Bid.



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**COST SUMMARY
 BID RESPONSE FORM
 Quote Number DYS11LHB26
 – MBE Set-Aside**

CHJCF replacement and repair of existing outdoor lighting as per Exhibit A

Bidder's Legal Name:	Address:
Phone Number:	Fax Number:
Contact Person:	Contact email address:
Bidder's Federal Tax ID Number:	DAS/EOD Certification Number:

ITEM NO.	QTY.	UNIT	DESCRIPTION	Project Price All costs associated with the successful completion of the project should be included:
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1.	1	JOB	CHJCF replacement and repair of existing outdoor lighting as per Exhibit A	_____
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_____ **Attended Mandatory Site Visit:** _____

_____ **Quote total:** _____

_____ **Comments:** _____

Number of days required for begin/completion ARO: _____
 Specify "begin and completion" time after purchase order notification. ***Time may be a factor in award of this bid.***

I attest that I am a representative of the organization listed in this Bid and have the authority to bind the bidder to provide the services as specified in the attached Scope of Work for the time period specified at the cost listed above.

Signature: _____

Name (Print): _____



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SERVICES**



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Standard Contract Terms And Conditions

1. Terms and Conditions

The terms and conditions relating to this ITB and subsequent contract award are listed below. Any references in the bid, or attached descriptive literature, that intends to alter the terms and conditions and specifications of this ITB (i.e. F.O.B. place of destination or prices subject to change) will not be part of any resulting contract or purchase order, and will be disregarded by the DYS.

2. General Representations and Warranties

Manufacturer's warranty should be at least one year from date of acceptance as defined herein. The Contractor further warrants that the recommendations, guidance, and performance of the Contractor under this bid award will:

- A. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
- B. No Deliverable will infringe on the intellectual property rights of any third party.
- C. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this ITB. Additionally, with respect to the Contractor's activities under this bid award, the Contractor warrants that:
- D. The Contractor has the right to enter into this bid award.
- E. The Contractor has not entered into any other bid awards or employment relationships that restrict the Contractor's ability to perform under this bid award.
- F. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
- G. The Contractor has good and marketable title to any equipment delivered under this bid award and which title passes to the ODYS.
- H. The Contractor has the right and ability to grant any applicable license granted in Deliverable in which title does not pass to the ODYS.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.



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3. Contractor Declarations

The Contractor declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind necessary to its business. The Contractor also acknowledges that it is responsible for maintaining any and all professional licensing required fulfilling the bid award. The Contractor shall further provide professional services performed in accordance with community and relevant professional standards. The Contractor acknowledges that it does not have any authority to sign contracts, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the State.

The Contractor may provide assistants, employees, and persons required to perform the work who are employees of the Contractor. The Contractor understands and agrees that the Contractor is responsible for providing any required benefits and withholding for the Contractor and the Contractor's employees, including all taxes, workers' compensation, disability, unemployment compensation, any specialized insurance, and any other coverage for liability arising from or occurring during the performance of this bid award. The State shall not be liable for any tax liabilities incurred by the Contractor under this bid award. The Contractor assumes full responsibility for any and all applicable city, state, and/or federal taxes as a result of work and/or payments made under this bid award.

4. Findings for Recovery

The Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date of receiving the purchase order, the purchase order or the Contract is void *ab initio*, and the Contractor must immediately repay to the State any funds paid under this bid award.

- 5. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Pursuant to Ohio Revised Code Section 2909.33, in order to enter into a bid award for the work described herein, the successful bidder must hold a current and valid pre-certification from ODYS certifying that it has not provided material assistance to an organization listed on the United States Department of State Terrorist Exclusion List ("Terrorist Exclusion List"). This certification is achieved by truthfully answering "No" to every question on the ODYS-provided Ohio Department of Public Safety's "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization" form in light of a current copy of the Terrorist Exclusion List. Vendors must certify through Ohio Business Gateway at obg.ohio.gov. Vendors must complete this process electronically.



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6. Workers' Compensation

The Contractor shall obtain and maintain Workers' Compensation coverage, as required by Ohio law for the term of this bid award. This shall cover all employees of the Contractor. Any service providers acting, as subcontractors must also have current Workers' Compensation coverage. The Contractor agrees and understands that DRC shall not provide Workers' Compensation coverage, or in any way be responsible for the premiums for Workers' Compensation coverage for the Contractor, employees of the Contractor or any subcontractors. The Contractor shall furnish proof of coverage by providing a copy of their Ohio Bureau of Workers' Compensation certificate to the Department of Youth Services.

7. Certification of Drug-Free Workplace Compliance

The Contractor certifies that, while on State property, he/she and/or all employees will not purchase, transfer onto State property, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

8. Invoice and Payment

The Contractor will invoice for the services provided after the date the service is completed and accepted, in accordance with the terms of this ITB. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30; that is, payment will be made within thirty days upon receipt of a proper, correct invoice and documentation of completion of work. To be a proper invoice, the invoice must include the following information:

- A. The purchase order number authorizing the delivery of services.
- B. A description of what the Contractor completed, including, as applicable, the time period, serial number, unit price, quantity, and total price of the replacement and or repair services..

If this bid award exceeds \$10,000 or the Contractor holds contracts that total in excess of \$10,000 over a 12-month period, the Contractor agrees to allow the federal government access to the contracts and the books, documents, and records needed to verify the Contractor's and/or Subcontractor's costs.

9. Discrimination

The services to be performed under this bid award shall comply with the requirements set forth under Title VI of the Civil Rights Act of 1964, amended 1972 and Section 504 of the Rehabilitation Act of 1973 which states "...no person shall on the grounds of race, color, national origin, and handicap be excluded from participation in or denied the benefits of, or be otherwise subjected to discrimination under any program or activity."



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10. Governing Law/Severability

The purchase order or bid award that results from this ITB shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the bid award or the application of any provision is held by that court to be contrary to law, the remaining provisions of the bid award will remain in full force and effect.

11. Contract Construction

This bid award will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

12. Force Majeure

If the State or Contractor is unable to perform any part of its obligations under this bid award by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this bid award. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

13. Amendments

No amendment or modification of this bid award will be effective unless it is in writing and signed by both parties.

14. Assignment / Delegation

The Contractor will not assign any of its rights nor delegate any of its duties under this bid award without written consent of the ODYS. Any assignment or delegation not consented to may be deemed void by the ODYS.



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15. Documentation

Contractor agrees to complete all documentation requested by the ODYS.

Supplemental Contract Terms and Conditions

1. Award Components

The bid award consists of the completed Invitation to Bid; the completed competitive sealed bid; and applicable, valid State of Ohio, purchase order ("Contract").

2. Term of Contract

This Contract is effective upon receipt of the purchase order by the preferred bidder. This Contract will remain in effect until the Contract is fully performed by both parties or until it is canceled or terminated, whichever occurs first. State contracts may not extend beyond a biennium.

3. Delivery and Acceptance

Contractor receiving the purchase order must provide the equipment and or services under this ITB F.O.B. the place of destination. The equipment will be delivered and installed at the place of destination. Freight will be prepaid.

Acceptance (transfer of title) of the equipment by ODYS will occur upon the inspection and written confirmation by ODYS that the equipment and or services was delivered and or provided and installed conforming to the requirements set forth in the ITB. Unless otherwise provided in this ITB, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

Prior to delivery of the equipment and or services, the Contractor must coordinate the date and time with the facility. The Contractor will be responsible for adhering to ODYS security policies and procedures.

4. Return Goods Policy

The ODYS will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agreed to this Policy. When due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution) goods shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ODYS premises within seven (7) calendar days after receiving notification from ODYS. The Contractor shall not apply any restocking or other charges to the ODYS. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ODYS will dispose of accordingly.



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5. Ohio Ethics and Elections Law

The Contractor affirms that no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code, or spouse of such party, has made, as an individual, within the past two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his committees. The Contractor further affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.

6. Debarment

Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is deemed to be false, this Contract is void *ab initio* and Contractor shall immediately repay to the DRC any funds paid under this Contract.

7. Communication/Clarification Policy

During the evaluation process, the evaluation team may request clarifications from any Bidder under consideration and may give any Bidder the opportunity to correct defects in its Bid if ODYS believes doing so does not result in an unfair advantage for the Bidder and it is in ODYS's interests.

During the evaluation process, unless clarifying information is requested by ODYS as part of the evaluation process, any attempt on the part of the Bidder, the Bidder's agent(s), or any party representing the Bidder, to submit correspondence that is determined by ODYS to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Bidder.

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Bidder's Checklist

Did you review the ODYS Exhibit A? Note: Includes Renewal Clause, if applicable, in Section F.

Did you review the Terms and Conditions?

Did you bid as ODYS requested on Cost Summary?

Did you check your bid for mathematical errors?

Does your Bidder's Response include all services and/or other reimbursable costs for which you will invoice ODYS?

Did you attend the mandatory site visit?

Section j - "Exceptions"

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If applicable, did you provide a detailed explanation of any exceptions you have in regards to the Exhibit A?

OTHER

Did you sign and date your Response?

Is your bid being submitted within the timeframes established?

Does your bid response include all requested documents (i.e. W-9, Declaration Statements, Declaration of Material Assistance Form)?

Are you returning the ENTIRE PACKAGE RECEIVED?

Did you make a copy for your records?



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ATTACHMENT ONE: DECLARATION STATEMENTS

Re: – DYS11LHB26

Provide signature on statements below:

Failure to complete, and return with the bid, this Declaration Attachment may deem your bid non-responsive

Ohio Elections Law Information:

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.



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Ohio Ethics and Conflict of Interest Laws Information:

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Prohibition of the Use of Public Funds for Offshore Services:

In accordance with Executive Order 2010-09S, regarding the prohibition on the purchase of offshore services, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2010-09S; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any contractor or subcontractor; (4) will disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up, or stored; (5) will disclose any shift in the location of any services being provided by the contractor or subcontractor; (6) will disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

By signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S, issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website:

[Http://www.governor.ohio.gov/Default.aspx?tabid=1495](http://www.governor.ohio.gov/Default.aspx?tabid=1495)

The Bidder/Offeror shall provide all the name(s) and locations where services under this Contract will be performed in the spaces provided below. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the



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Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

1. List principal location of business for the contractor:

_____	_____
_____	_____
_____	_____

List name(s)/Principal location of business of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

2. Location where services will be performed by Contractor:

_____	_____
_____	_____
_____	_____

3. List the location(s) where any state data associated with any of the services being provided, or seek to provide, will be accessed, tested, maintained, backed-up or stored:

_____	_____
_____	_____
_____	_____

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



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Location where services to be performed will be changed or shifted by subcontractor:

By the signature affixed to this Executive Order 2010-09S Declaration Statement, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODYS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODYS, will be deemed as a default. If a default should occur, ODYS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) 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, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Ohio Department of Youth Services; and, that this contract does not constitute any joint employment relationship between _____ (insert Company name), and its representatives and the Department of Youth Services, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:



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Equal Employment Opportunity Information:

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department’s website: <http://www.das.ohio.gov/Eod/AEEO.htm>

Contract Performance. The Bid must provide the following information for this section for the past seven years. **Please indicate yes or no in each column.** If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder 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 Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid 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 Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.



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Conflict of Interest. Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

The Bidder must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

*While an affirmative answer to any of the items in the **Contract Performance** checklist or, inclusion of a statement of possible **Conflict of Interest**, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team.* The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title:

Signature

:

Organization:

Date: