

STRONGSVILLE REQUEST FOR QUOTATION

Prepared October 9, 2010

The State of Ohio Department of Administrative Services Office of Information Technology Multi-Agency Radio Communication System requires installation and equipment for a site upgrade of our Strongsville site, located at 194 Pearl Rd., Brunswick, OH 44212, Medina County Ohio. This is one of several sites in the Cuyahoga County, Ohio area in place, supporting a simulcast communication cell. All reference equipment below must connect into the simulcast cell in Cuyahoga County, as well as to the zone controller in Columbus, Ohio and Lake County, Ohio. *THE COMPLETE QUOTED PACKAGE MUST BE SUBMITTED TO THE STATE OF OHIO BY OCTOBER 18, 2010.*

Quotes shall be accepted no later than 1:00 pm, Monday, October 18, 2010, by the Department of Administrative Services, Office of Information Technology, Business Office at 30 E. Broad Street, 39th floor, Columbus, Ohio 43215. When submitting the quote, the Vendor must clearly mark the outside of the envelope with the name of the Project, the due date, and Attention of Ted Hampton, Procurement Manager. All questions must be submitted by 8:00 a.m. on October 14, 2010. Questions submitted after this time will not receive a response from the State. The State will try to respond to all inquiries within 24 hours.

To make an inquiry, vendors must use the process outlined below.

- Access the State Procurement Web site at <http://procure.ohio.gov/>.
- From the Navigation Bar on the left, select "Find It Fast".
- Select "Doc/Bid/Schedule #" as the Type.
- Enter the RFQ number found on the first page of this RFQ (the RFQ number begins with "DAS").
- Click the "Find It Fast" button.
- On the document information page, click the "Submit Inquiry" button.
- On the document inquiry page, complete the required "Personal Information" section by providing:
 - First and last name of the prospective vendor's representative who is responsible for the inquiry;
 - Name of the prospective vendor;
 - Representative's business phone number, and
 - Representative's e-mail address.
- Type the inquiry in the space provided, including:
 - A reference to the relevant part of this RFQ;
 - The heading for the provision under question, and
 - The page number of the RFQ where the provision can be found.
- Click the "Submit" button.

The equipment and services required for this job are being paid for through a federal grant. The vendor must comply with all grant requirements, including the affixing of a label to all equipment which reads, "PURCHASED WITH FY07 PSIC GRANT FUNDS". A copy of the grant guidelines is available upon request.

The equipment and services provided must be identical to that of the equipment and service installations at 6 other sites in the simulcast communication system (already installed and operational) located throughout Cuyahoga County.

CONTRACTORS ADMITTED AT SITE MUST PASS A FULL BACKGROUND CHECK PRIOR TO ARRIVAL ON SITE.

QUOTATIONS MUST BE COMPLETE TURNKEY PRICE AND ALL INCLUSIVE. MATERIAL, LABOR, REPORTING, CERTIFICATIONS, FRIEGHT, PROJECT MANAGEMENT, PERMITS, ETC.

REMOVAL OF THE OLD SHELTER AND DELIVERY OF THE NEW SHELTER MUST BEGIN WITHIN 5 DAYS OF RECEIPT OF PURCHASE ORDER. ELECTRICAL WORK MUST BEGIN BY THE 6TH DAY OF NOTIFICATION AND BE COMPLETED WITHIN 5 DAYS. THE ENTIRE PROJECT MUST BE FULLY INSTALLED, TESTED TO ENSURE OPTIMIZED OPERATIONS, PROVIDING MAXIMUM IN-BUILDING COVERAGE, INSPECTED WITH ALL PUNCH LIST ITEMS RESOLVED BY FEBRUARY 1, 2011.

PRICING FOR REMOVAL AND RECONFIGURATION OF THE OLD MARCS RADIO EQUIPMENT (V.3.5 MOTOROLA QUANTARS, ETC) MUST BE COMPLETED IN ADDITION TO THE INSTALL OF THE NEW EQUIPMENT FOR THE P25 IP BASED EQUIPMENT.

BIDDING VENDORS MUST PROVIDE REFERENCES (PROOF OF SUCCESSFUL EXPERIENCE IN CONSTRUCTION AND IMPLEMENTATION OF TRUNKED DIGITAL COMMUNICATION SYSTEMS AND INTEGRATION OF THESE SYSTEMS). INCLUDED THE CUSTOMER CONTACT NAME, ADDRESS, PHONE, E-MAIL ADDRESS.

QUANTITY	PART#	DESCRIPTION	ADDITIONAL COMMENTS
		<i>P25 COMPLIANT IP BASED TOWER SITE RADIO EQUIPMENT, MATCHING EXISTING SIMULCAST SYSTEM</i>	
1	DSDA098CMBNS08	8 CH 700 MHZ COMBINER STD ISOLATION W/M	Motorola equipment
1	DSDA098CMBNS08	8 CH 700 MHZ COMBINER STD ISOLATION W/M	Motorola equipment
1	DSDA099CMBNH04	4 CH 800 MHZ COMBINER HIGH ISOLATION W/	Motorola equipment
1	DSDA099CMBNH04	4 CH 800 MHZ COMBINER HIGH ISOLATION W/	Motorola equipment
100	L1705	CABLE:1/2" LDF HELIAX POLY JKT PE	Motorola equipment
12	DSL4TDMPS	1/2" 7-16 DIN MALE POSITIVE STOP	Motorola equipment
2	TRN7343	SEVEN AND A HALF FOOT RACK	Motorola equipment
1	DSTSJ48CLT	8 WIRE MOD PROT., RJ-45 (4 WIRE P)	Motorola equipment
1	ENG 2	ENGINEERING SERVICES	
1	PM 1	PROJECT MANAGEMENT	
1	SYS TECH	SYSTEM TECHNOLOGIST	
1	WVSERV01a	ENGINEERING PROFESSIONAL SERVICES	
1		<i>INSTALLATION/TUNING/OPTIMIZING OF THE BELOW EQUIPMENT TO INTERFACE WITH 6 SITE SIMULCAST SYSTEM</i>	
1	DDX1002	16 PORT EXPANSION KIT	Motorola equipment previously procured – require installation costs only
1	DS42883HQ01M	16 PORT RX MULTICOUPLER DECK FOR 428-83H-01-T	Motorola equipment previously procured– require installation costs only
1	DS4288H01T	TTA COMPACT AUTO QUAD 792-824 MHZ TOWER BOX	Motorola equipment previously procured – require installation costs only
2	DS4900B	HP PROCURVE SWITCH 2626B	Motorola equipment previously procured – require installation costs only
2	DSOP820B	POWER DIST UNIT SURGE PROTECT	Motorola equipment previously procured –

			require installation costs only
1	DSTRAK91009	REMOTE SITE CONFIG AC POWER	Motorola equipment previously procured – require installation costs only
4	DSTRAK91061	FOUR PORT DDM	Motorola equipment previously procured – require installation costs only
50	L1700	¼" SUPERFLEX POLY JKT PER FOOT	Motorola equipment previously procured – require installation costs only
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	Motorola equipment previously procured – require installation costs only
1	ST2512	S2500 ROUTER T1E1 DAUGHTER BOARD	Motorola equipment previously procured – require installation costs only
1	ST2516	S2500 ENCRYPTION MODULE	Motorola equipment previously procured – require installation costs only
15	T7039	GTR 8000 BASE RADIO	Motorola equipment previously procured – require installation costs only
4	TDN9714	¼" CONN N MALE S FLEX PLTD	Motorola equipment previously procured – require installation costs only
2	TRN7343	SEVEN AND A HALF FOOT RACK	Motorola equipment previously procured – require installation costs only
		<i>SHELTER AND SHELTER SPECS</i>	
1	TCT-CX 11'8"X28	CX11'8" (12' X 28') CONCRETE SHELTER W/GENERATOR ROOM - <i>CELEXION MANUFACTURED SHELTER WITH GENERATOR ROOM</i>	DESIGN LOADING: Floor Load: 208 psf; roof Load: 100 psf; Impact (Roof): 50lbs falling from 250ft; Walls: 150 mph; BUILDING SIZE: Exterior: 28' L x 11'8"

W x 10'3" H; Interior:
26'11" L x 10'7" W x
8'11" H; Estimated
Weight: 68,500 lbs

CONSTRUCTION
TYPE: Floor: 5 3/4"
Concrete, waffle-type
construction; Walls: 4"
Solid concrete; 2 – Hour
Fire-rated Construction
per UBC; Roof: Solid
concrete, 4" at eaves and
5" at ridge; Step-Joint
design; 5000 psi
lightweight concrete;
Reinforcing steel #4 &
#6 bars; 60,000 psi
(Grade 60 ASTM-615);
2-hour fire rated
structure; Ballistics
tested for U.L.752 Level
IV (HPR - 30.06 – Point
Blank Range);

EXTERIOR FINISH:
Walls: Washed
aggregate and sealed;
Roof: Troweled surface
and sealed.

INTERIOR FINISH:
Walls: White Nu-Poly
Interior Finish over 3/8"
OSB; Floor: Epoxy
Coated with 4" vinyl
base cove – epoxy color
TBD; Ceiling: White
Nu-Poly Interior Finish
over 3/8" OSB; Partition
Wall: 2hr Fire Rated

INSULATION: Walls:
R-16; Ceiling: R-22;
ENTRY: One (1)
4'0"x6'8" and one (1)
3'0"x7'0", 18-GA,
Insulated, Primed &
Painted, Steel Doors;
16-GA Steel Door

			Frames; Best Mortise Lockset with removable core; Pick Guards; Hydraulic Closers – Sargent #1104; Door Sweep; Weather-stripping; Threshold; NRP Hinges; Drip Caps; Door Canopies
1		REMOVE EXISTING SHELTER	Existing 12 x 20 shelter must be removed and set aside so the larger 12 x 28 shelter can be placed at the site.
1		<i>ADDITIONAL MANDATORY SPECS FOR SHELTER</i>	
		SHELTER ELECTRICAL WORK	Service: 120/240V 200Amp 1phase; Loadcenter: Square D, 200Amp, 120/240V 1phase 42 space – QO142M200; Breakers: as required; Surge Arrestor: Liebert Type 1A - #SS550120FNPS; Surge Arrestor: Liebert Type 2 - #SS500120FNPS; Surge Arrestor (Type 2) Disconnect: 60 Amp; Automatic Transfer Switch: Generac 200Amp #GTS020W; Eight (8) Quad Receptacles – Wall Mount; Install (2) customer supplied 22” BTS Racks (1 – Row 2; 1 – Row 3); Mount (2) customer supplied rack mounted UPS systems (1 in Row 2, Rack 1 – 1 in Row 3, Rack 1); Connect (3) 60 Amp, ¾” x 9ft sealtight drops to input and output per UPS, (6) total; Install (2) UPS Subpanels, 100 Amp Main Lug, 32

			<p>circuit loadcenters with (16) 20 amp breakers each, (32) total breakers; Install (1) UPS subpanel, 100 amp Main Lug, 32 circuit loadcenter (branch breakers and wire by others on site); Wire (4) customer supplied OP8 outlet boxes. (2) located at top of customer supplied</p> <p>BTS rack. (2) be secured to cable ladder. Each outlet box contains (8) 20amp</p> <p>circuits each from each UPS subpanel as follows: UPS#2 – subpanel to Row 2, rack 1 & 2; UPS#3 – subpanel to Row 2, rack 3 and Row 3, rack 1; Forty (40) LF 4” x 4” Wireway (UPS); One (1) Exterior GFI Receptacle between HVAC units; Conduit, j-boxes, wiring, raceway as required</p>
		SHELTER LIGHTNING	<p>Ten (10) 4’ Dual-Bulb, Fluorescent Lights, 40-Watt Bulbs with Wraparound Lens; Three (3) Light Switches; One (1) 100Watt Exterior Light w/PhotoCell</p>
		ELECTRICAL GROUNDING	<p>Perimeter Halo Ground - #1/0 Tinned Stranded Copper. Aluminum wall support</p> <p>brackets. Bonding: #6 Green Insulated Copper equipment grounds;</p>

			Ground Buss on Cable Rack: #2 Green stranded copper; Four (4) #2AWG green stranded copper drops with 5ft extra wire at each corner; Schedule 40 PVC Sleeves 1", installed at 45 degrees through wall for ground exits
		SHELTER HVAC	Two (2) 3-Ton BTU Wall-Mounted HVAC Unit with 5kw Heat Strip; Bard # W36A1-A05XPXXXJ (R410A Refrigerant); Bard Lead Lag Controller – MC3000B; High and Low Temperature Controls; Grilles
		SHELTER ALARMS	One (1) Plotech Alarm Board DIN-37D-01; Mount Plotech Alarm Board inside a 12x12x6 hinged cover box, notch box to receive cable; Commercial Power Failure; Two (2) Intrusion Alarm; Two (2) Smoke Detector – Photoelectric – AC; HVAC Compressor Fail; Surge Arrestor; ATS Transfer Complete, ATS not in Auto, (4) Generator Alarms; One (1) LPG Stationary Tank Monitor P/N 94442A-LPG; (12) to (15) LF Alarm Cable, D-37 male connectors on each end (black box)
		CABLE ENTRY & CABLE LADDER	Two (2) #8PBM Polyphaser Earth Entry Ports with boots, ground straps, mounting hardware and exterior ground strap covers;

			Forty (40) L.F. of 12” Cable Ladder, gold chromate, with Hardware; One (1) 4” Telco Entry Conduit
		SHELTER GENERATOR ROOM	Provide and install one (1) 45KW Generac #SG0045 Generator – LP Vapor; Rated at 229 Amps with 200Amp circuit breaker; on-Site Startup in OH included; Minimum Two year standard manufacturer warranty; Critical silencer mounted inside shelter. Insulated muffler wrap from wall to engine manifold. Generator must be low emissions type and will exhaust in front of the radiator One (1) Intake Louver, Motor Operated, Removable Bug Screen, Filtered; One (1) Exhaust Louver, fixed with insect screen; Exterior Vent Hoods (screened) for Intake and Exhaust Openings; Fuel piping from generator extending 2” through wall with cap; Does not include fuel connection or electrical connection on site
		MISCELLANEOUS	Two (2) Fire Extinguishers, 10# CO2; One (1) 4’x8’x ¾” Telco Board; Two (2) Wall Pocket Tray for Files – one in each room; Four (4) cast-in Lifting Points; Shelter Tie Down Plates with attaching hardware; P. E. Stamped Drawings; Building will meet all

			Federal, State and Local Codes; Three (3) sets of state approved drawings
		<i>TOWER/ANTENNA EQUIPMENT AND LABOR</i>	
3	SC479-HF1LDF(E5765)	SINCLAIR OMNI, PIM RATED, 25% NULL FILL ANTENNA	INSTALLATION AND LABOR FOR RX AND TX ANTENNA ON 240' EXISTING TOWER AT STRONGSVILLE SITE, ADDITIONAL MATERIALS INCLUDE ANTENNA, CONNECTORS, COAX, POLYPHASERS, JUMPERS, GROUNDS, HOISTING GRIPS, MOUNTS FOR ANTENNA, COAX HANGERS AND WEATHER PROOFING
1	RECYCLING	REMOVE EXISTING MATERIAL TO REPLACE NEW ANTENNA	Labor and ancillary costs to remove existing old equipment and disposal of equipment
1	INSTALLATION	INSTALLATION/UPGRADE OF SC479-HF1LDF ANTENNA	LABOR COSTS TO INSTALL 3 EACH SC479HF1LDF(E5765) ANTENNA
		<i>UPS UNIT</i>	
2	GXT3-10000RT208	<i>LIEBERT POWER ASSURANCE PACKAGE</i> UPSTATION GXT3 10KVA 208/120V UPS UNIT WITH INTERNAL BATTERY KIT (2)	True on-line design with PWM sine wave output, Input PFC with wide input range for longer battery life, +/- 3% voltage regulation, Automatic restart after extended outages, Input and output noise suppression, Emergency fail safe bypass for mission-critical reliability, Automatic and manual battery test feature with push button

			<p>and indicator, Microprocessor-based control and monitoring, LED display of battery capacity, UPS % load, on battery, on bypass, & UPS fault condition, RS232 port with DB9 connector for remote communications options, Intellislot Communications Port, Liebert MultiLink Fundamental software included for one-to-one shutdown notification, Built in maintenance bypass and hardwired input and output terminals. Integral sealed, flame retardant, non-spillable user replaceable batteries, suitable for computer room applications, Modular design utilizing (2) battery and (1) power module, 16.9" W x 26" D x 10.5" H (6U), 265 lbs, UL / c-UL / FCC Part 15, Class A, One (1) RELAYCARD-INT, Intellislot relay contact interface kit is a hot-installable card that provides relay contact signals for "On Battery", "Low Battery", "On Bypass", "UPS Fault", "Summary Alarm". Connections are to a DB25F connector with cable provided by the end user.</p>
1		UPS INSTALLATION	125 Amp Panel to include 16 circuit breakers to support Two (2) TransTectors, Transtector Silicon 8 Outlet "Schism Fused"

			<p>Terminal Strip Surface Mount</p> <p>Surge Protection Transtector Part Number OP8 – 20 B Two Per Site – Installed,</p> <p>LiquiFlex ¾ and 1 Inch where applicable, Copper where applicable, Straight and 90 degree LiquiFlex connections where applicable, Telecom 300 Lb. Rated Shelf / Center mount style / 19 inch X 29 inch, Work to be done during normal Business Hours with MARCS Technician present. Work to be performed per NEC, IEEE and applicable industry standards</p>
1		<p>REMOVAL OF EXISTING EQUIPMENT FROM 12 X 20 SHELTER</p>	<p>Removal of floor mounted UPS/External battery cabinet, Removal of all electrical hardware supporting same, Removal of manual “Bypass” switch(s) associated with UPS to be removed, Sealing and closing of all removed raceway/conduit/feeders, Delivery of Equipment to Surface Road site for inventory and disposition, Alpine Power Systems will be responsible for disposition of internal batteries according to EPA / HAZ MAT guidelines</p> <p>Provide Certificate of</p>

			Disposition within 5 business days
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**Strongsville Tower
Quote Sheet
OITRFQ017**

Motorola Equipment:

Installation of Existing Equipment:

Shelter and Shelter Specs:

Additional Mandatory Specs For Shelter:

Tower/Antenna Equipment and Labor

UPS Unit:

Total

**CONTRACT BETWEEN THE DEPARTMENT OF ADMINSTRATIVE SERVICES
MULTI-AGENCY RADIO COMMUNICATION
AND _____
FOR STRONGSVILLE**

THIS CONTRACT ("Contract") entered by and between the state of Ohio Department of Administrative Services Multi-Agency Radio Communication System ("MARCS" or "the State") and _____ ("the Contractor") sets forth the terms and conditions under which the Contractor agrees to perform work in order to construct a tower site at Strongsville ("the Work")

In consideration of the mutual promises and obligations contained in this Contract, the parties agree to the following:

I. CONTRACT TERM PROVISIONS:

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

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

- B. CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS.** None of the duties or obligations in this Contract is binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:

1. **Certification of Funds**
 - a. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
 - b. All necessary funds are made available by the appropriate state agencies.
 - c. If the State is relying on Federal or third-party funds for this Contract, the State certifies, by written notice, that such funds are available.
2. **Purchase Order**

The Contractor holds an official state of Ohio Purchase Order (P.O.) from the appropriate state agency.
3. **Controlling Board**

If required, the Controlling Board of Ohio approves this Contract.
4. **Notice to Proceed**

Subparagraphs 1 through 3 above constitute Contractor's Notice to Proceed.

C. TERMINATION / SUSPENSION.

1. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
2. **Contract Termination.** If the Contractor fails to perform any one of its obligations under this Contract, Contractor will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If the Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Defaults not Remedied.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS

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does not give timely notice of default to the Contractor, the State has not waived any of the State's rights or remedies concerning the default.

- c. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the state of Ohio.
- d. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
- e. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice if the State determines that the Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract if the State determines that the Contractor has violated any law during the performance of the Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
- f. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
- g. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as the Contractor receives the notice. Upon receipt of the notice of termination, the Contractor must immediately cease all Work, if applicable, and take all steps necessary to minimize the costs the Contractor will incur related to this Contract.

3. Contract Suspension.

- a. If the Contractor fails to perform any one of the Contractor's obligations under this Contract, the Contractor will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve the State's interest.
- b. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.
- c. The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice. The Contractor must immediately prepare a report and deliver such report to the State as is required in the case of termination.

The Contractor is liable to the state of Ohio for all actual and direct damages caused by the Contractor's default. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the Contract for every day that the default is not cured by the Contractor. The State may deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor compensation still due on the Contract.

II. PAYMENT PROVISIONS:

- A. INVOICE REQUIREMENTS.** The Contractor (or authorized dealer for those State Term Schedules where the Contractor has authorized its dealer(s) to submit invoices) must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- 1. The purchase order number authorizing the delivery of products or services.
- 2. Contract Number (if used)
- 3. Agency Name
- 4. Agency Billing Address

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5. Delivery location of goods or services
6. Vendor Name
7. Vendor Address
8. Vendor's Unique Invoice Number
9. Date that services were provided or that items were delivered
10. Itemization of goods or services provided, including cost
11. Clear statement of total payment expected.
12. For leases, the Contractor or Authorized Dealer must also include the payment number (e.g., 1 of 36) on the invoice.

B. PAYMENT DUE DATE. Payments under this Contract will be due on the 30th calendar day after

The date of actual receipt of a proper invoice in the office designated to receive the invoice.
The date payment is issued in will be considered the date payment is made.

The Contractor must receive payment from approved vouchers by electronic fund transfer (EFT). The Contractor will provide the necessary information to effectuate this process.

III. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. GENERAL REPRESENTATIONS AND WARRANTIES.

1. The Contractor shall require each subcontractor and material supplier to fully warrant and guarantee, for the benefit of the State, the effectiveness, fitness for the purpose intended, quality, and merchantability of any Work performed or item provided or installed by the subcontractor or material supplier.
2. The Contractor warrants to the State that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including substitutions not properly approved and authorized, may be considered defective Work. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C. INDEMNITY. The Contractor must indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, the Contractor's employees, agents, or subcontractors.

IV. GENERAL PROVISIONS:

A. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

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The Contractor must, for each subcontract in excess of two thousand five hundred dollars (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

- B. **BINDING EFFECT.** Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- C. **CHANGES TO THE CONTRACT.** There can be no change to a term or condition in this Contract unless both parties agree to amend such term or condition. The State must reduce all Amendments to writing and both parties must sign the Amendment that reflects the change in the Contract.
- D. **COMPLIANCE WITH LAW.** The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.
- E. **CONFLICT OF INTEREST.** No Contractor or the personnel of the contractor shall act in any manner that conflict with the Contractor's responsibilities under this Contract. Such prohibited actions shall include, but are not limited to the following:
1. Voluntarily acquiring any personal interest that conflicts with the Contractor's responsibilities under the Contract
 2. Knowingly permit any Ohio public official or public who has any responsibility in any manner related to this Contract, acquire any interest or any entity under the Contractor's control

The Contractor, upon obtaining knowledge that any person described above has acquired an impermissible or conflicting personal interest related to this Contract, shall do the following in a forthwith manner:

1. Disclose such information to the State; and
 2. Take immediate steps to ensure that the person does not participate in any action affecting the work under this Contract, unless the State determines that in light of the expeditious disclosure, such person's participation is not contrary to the public interest.
- F. **CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. **DECLARATION OF MATERIAL ASSISTANCE ("DMA").** The Contractor represents and warrants that is has not provided any material assistance, as that term is defined in ORC Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA form. The Contractor further represents and warrants that it has provided or shall provide the DMA form through the Ohio Business Gateway at <http://business.ohio.gov/efiling/> prior to execution of this Contract. If these representations and warranties are found to be false, this Contract shall be void and the Contractor shall immediately repay to the State any funds paid under this Contract
- H. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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- I. **ELECTIONS LAW.** The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the state of Ohio.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

- J. **ENTIRE CONTRACT.** This Contract is composed of the following Contract Documents: 1) Request for Quote including all attachments; and 2) Selected Vendor's proposal as approved by the State. If there are any conflicts between the documents, the order of precedence follows the order provided in this provision.

- K. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, 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 Department of Administrative Services 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 Ohio Business Gateway at <http://business.ohio.gov/efiling/>

- L. **ETHICS** All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) the Contractor has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

The Contractor certifies that the Contractor is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

- M. **EXECUTIVE ORDER 2010-09S.**

1. **Executive Order Requirements.**

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

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2. Termination, Sanction, Damages

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment/Delegation

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

4. Affirmation and Disclosure

The Contractor must complete the attached Affirmation and Disclosure Form (Exhibit 2).

N. FORCE MAJEURE (EXCUSABLE DELAY). Neither the State nor the Contractor will be liable for any delay in the performance of their contractual obligations provided all of the following are applicable:

1. The delay is a result of a cause(s) beyond the control of the party asserting or invoking excusable delay,
2. The delay or cause of the delay is not a result of the asserting party's negligence or fault, and
3. The asserting party could not have reasonably foreseen the delay or cause of the delay by exercising ordinary care.

In those cases where all of the above are applicable, the asserting party must provide all of the following in writing, prior to any impending delivery date or performance under the Contract:

1. Documentation describing the cause of the delay
2. Steps the asserting party will take to remove or overcome the cause of the delay, and
3. Reasonable time frame in which to resume delivery or performance pursuant to the Contract

If the asserting party provides acceptable documentation as described above, the parties will agree that the date of the affected delivery or performance be extended for a period equal to the time lost because of the excusable delay or the time in which the asserted party provided in the documentation mentioned above, whichever is the earlier date.

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For purposes of this section, the State deems that items controllable by a contractor's subcontractors are controllable by the Contractor.

- O. **GOVERNING LAW.** This Contract 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.
- P. **HEADINGS.** The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- Q. **INDEPENDENT STATUS OF THE CONTRACTOR.** The parties are independent of one another, and the Contractor's personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the State will not deem Contractor's personnel, for any purpose, to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's personnel (including withholding, paying income taxes and social security, workers' compensation, disability benefits and the like.) The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.
- R. **INJUNCTIVE RELIEF.** Nothing in this Contract is intended to limit the State's right to injunctive relieve, if such is necessary to protect its interests or to keep it whole.
- S. **INSURANCE/WORKERS' COMPENSATION:** The Contractor must provide and maintain the following insurance coverage at Contractor's own expense throughout the term of this Contract:
1. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done.
 2. Commercial General Liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 for each occurrence. The CGL shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury.
 3. Commercial auto liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$500,000 for each accident.

The Contractor must include the State as an additional insured under the CGL, commercial auto liability, and commercial umbrella (if any) policies. The insurance must apply as primary over any other insurance or self-insurance programs afforded to the Contractor.

Contractor waives all rights against the State for damages to the extent these damages are covered by the CGL, commercial auto, or commercial umbrella liability insurance maintained pursuant to this Contract.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best & Co. The certificate must include the applicable Contract number.

The Contractor must, for each policy required by this Contract provide the Contracting Authority with thirty (30) day prior written notice of cancellation, or non-renewal, except a ten (10) days notice for non-payment of premium. Any failure to comply with this reporting provision will constitute a material breach of Contract and may be grounds for immediate termination of this Contract.

- T. **NOTICES.** For any notice under this Contract to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Contract.
- U. **PERFORMANCE BOND.** The Contractor shall submit a performance bond in the form attached to this Contract (Exhibit 3) within seven (7) days of signature of this Contract by the State.

Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

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1. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.
 2. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the State from all cost and damage which the State may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the State for all outlays and expenses which the State may incur in making good any such default or failure to perform the Contract by the Principal.
 3. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the State's priority.
 4. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.
- V. **PUBLICITY.** The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State; and
 2. Use this Contract as a marketing or sales tool.
- W. **SCOPE OF WORK.** The Scope of Work (the "Work") is described in the Request for Quote dated September 21, 2010.
- X. **SEVERABILITY.** If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- Y. **STRICT PERFORMANCE.** If at any time either party fails at any time to demand strict performance by the other party of any of the terms of this Contract, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- Z. **SUBCONTRACTING.** The State, through the Department of Administrative Services recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying Contractor's subcontractors performing portions of the work under the Contract. The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors. The State, through the Department of Administrative Services reserves the right to reject any subcontractor submitted by the Contractor.
- All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.
- AA. **TAXES.** The State is exempt from all taxes and does not agree to pay any taxes.
- BB. **TERM.** The Term of this Contract begins upon the issuance of a valid purchase order and shall end no later than February 1, 2011.

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CC. USE OF MBE AND EDGE VENDORS. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF OHIO, DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT 1



**TED STRICKLAND
GOVERNOR
STATE OF OHIO**

Executive Order 2010-09S

**Banning the Expenditure
of Public Funds for Offshore Services**

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

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violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

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- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(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.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

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6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland
Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

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EXHIBIT 2

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Contractor affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. The Contractor affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract, along with all amendments, outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor 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 may subject the Contractor to sanctions, termination or a damages assessment. 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)

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):

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(Name)

(Address, City, State, Zip)

(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)

CONTRACTOR

By: _____
Contractor authorized representative

Date: _____

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Exhibit 3

Performance and Payment Bond Form

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, as Principal, at _____ (Address) and _____ as Surety, are hereby held and firmly bound unto the State of Ohio, as Obligee, in the penal sum of _____ dollars (this amount must not be less than the full amount of the Contract, in dollars and cents; a percentage is not acceptable), for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the Project known as:

Project Name: _____.

SIGNED AND SEALED this ____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____, enter into a Contract with the State of Ohio, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material supplier or laborer having a just claim as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

1. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.
2. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the State from all cost and damage which the State may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the State for all outlays and expenses which the State may incur in making good any such default or failure to perform the Contract by the Principal.
3. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the State's priority.
4. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to any Plans and Specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation any Plans and Specifications.