Ohio | Department of Rehabilitation & Correction

John R. Kasich, Governor
Gary C. Mohr, Director

November 6, 2014

Dear Prospective Bidder,

Please find attached a Request for Quotation for the Ohio Department of Rehabilitation & Correction for radio equipment and related accessories. **This quotation request is a Minority Business Enterprise set-aside in accordance with ORC CH. 125.081.** Product specifications for each item requested are listed and must be adhered to. This equipment will be delivered to the Ohio Department of Rehabilitation & Correction/Information & Technologies Division, 770 West Broad Street, 4th Floor, Columbus, Ohio 43222. If there is any specification change(s) to the requested item it must be clearly stated on all returned quotation requests for final review, approval and award. Please return your completed, sealed quotation with bid number listed on envelope bottom left hand corner by Thursday, November 20, 2014 for bid opening, review and award consideration. If there are any additional questions regarding attached request for quotation please contact me via email Darcy.Turner-Olinger@ODRC.State.OH.US or by phone 740-506-4899. Thank you for your interest in this request.

Sincerely,

Darcy Turner-Olinger
MBE/Edge Program Administrator

Contacts and Inquiries for DRCQ-15-2064

A. Contacts

The following section provides details on how to get more information about this Request for Quotations (RFQ) and how to respond to this RFQ. All responses must be complete and in the prescribed format.

During the Quotation process the following contact shall coordinate query responses:
Name: Yolanda Cooks, Representative
Location: Office of Acquisitions and Contract Compliance
Address: 770 West Broad St. Columbus, OH 43222

During the performance of the Contract, a Project Representative will represent the Ohio Department of Rehabilitation (ODRC) and will be the primary contact for matters relating to the Project.

The following Project Representative will represent ODRC during the project:
Name: Jay DeBold, Regional Commander
Institution: Special Operations at Corrections Training Academy (CTA)
Address: 11781 St. Rt 762 Orient, Oh 43146

By submitting a Quotation, the Respondent acknowledges that it has read this RFQ, understands it, and agrees to be bound by its requirements.

The ODRC is not responsible for the accuracy of any information regarding this RFQ that was gathered through a source different from the inquiry process described in this RFQ.

B. Inquiries/Clarifications

Quoters may make inquiries or seek clarifications regarding this RFQ any time during the inquiry period listed in the RFQ Timeframe Requirements. To make an inquiry, Respondents must use the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Proposal/Schedule #" as the Type;
- Enter the RFQ Number found on the top of this Page (RFQ Numbers begin with DRC followed by a number);
- 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 Respondent's representative who is responsible for the inquiry,
- Name of the prospective Respondent,
- 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; and
- Click the "Submit" button.

Respondents submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Respondents will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Respondents may view inquiries using the following process:

- Access the State Procurement web site at http://www.ohio.gov/procure;
- From the Navigation Bar on the left, select "Find it Fast";
- Select "Doc/Proposal/Schedule #" as the Type;
- Enter the RFQ Number found on the top of this Page (RFQ Numbers begin with DRC followed by a number);
- Click the "Find It Fast" button;
- On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The ODRC will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the ODRC will not respond to any inquiries received after 8 a.m. on the business day immediately before the Quotations are due.
MORE NEXT PAGE.....

Inquiries and or requests for clarification about a specific portion of this RFQ must reference the relevant part of this RFQ and include the provision heading with the RFQ page number. The inquiry must contain the name of the prospective Respondent, and prospective Respondent's representative who should receive the response, including the representative's business telephone and fax numbers.

Respondents who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the Quotation may result in the Respondent being deemed not responsive.

C. Recruitment

Respondents shall not attempt to recruit an employee, sub-contractor, or agent, of any current service provider while that person is engaged in providing services at an ODRC facility. Respondents who attempt to make such contacts may be deemed not responsive.

D. Quotation Deadline and Requirement

ODRC may reject any Quotation if the Respondent takes exception to the terms and conditions of this RFQ, fails to comply with the procedure for participating in the RFQ process, or the Respondent's Quotation fails to meet any requirement of this RFQ. ODRC may also reject any Quotation that it believes is not in its interests to accept and may decide not to do business with any of the potential Respondents responding to this RFQ.

To protect the integrity of the evaluation and award process, Quotation responses will not be available for public viewing until after the contract has been officially awarded. Respondents may not contact ODRC staff, other contractors or any other member of the State to discuss their Quotation or to discuss any of the other responses to the RFQ. Respondents who attempt to make such contacts may be deemed not responsive.

All Quotations and other submitted material will become the property of ODRC and will not be returned. The Respondent should not include proprietary information in a Quotation because ODRC maintains the right to use any materials or ideas submitted without compensation to the Respondent. Additionally, all Quotations will be open to the public after ODRC awards the Contract.

ODRC will retain all Quotations or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODRC may return, destroy, or otherwise dispose of the Quotations and copies.

E. Waiver of Defects

ODRC maintains the right to waive any defects in any Quotation or in the Respondent's submission process. ODRC will only waive immaterial defects if it believes that is in the ODRC's interest.

F. Quotation Instructions

ORDC wants clear and concise Quotations. Potential Respondents should take care to completely answer questions and meet all RFQ requirements.

ODRC will not be liable for any costs incurred by any Respondent in responding to this RFQ, even if the ODRC does not award a Contract through this process. ODRC may decide not to award a contract. It may also cancel this RFQ and contract for the goods or services through some other process or by issuing another RFQ.

THIS IS NOT AN ORDER

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

THIS IS NOT AN ORDER

P.O. /Quote No.

REQUEST FOR QUOTATION

Quote Date

We are in need of the items listed below. If you are interested in furnishing them please submit your quotation to the party listed below.

QUOTES WILL BE RECEIVED UNTIL 12:00 NOON OF THE OPENING DATE.

Fund	Account	ALI	DEPT	Program	Grant/Prj	Project	Serv Loc	Reporting

BILL TO : Ohio Dept. of Rehab & Correction, 770 West Broad Street, Columbus, OH 43222

F.O.B. PREPAID DEST.

CONTACT PERSON: Darcy Turner-Olinger, Program Administrator **PHONE:** (740) 506-4899 **x.**

DRCQ2064 — QUOTE NO.

11/20/2014 — OPENING DATE 12:00 NOON

Send Quote to: ODRC/Att'n: D. Turner-Olinger
770 West Broad Street, 4th Floor
Columbus, OH 43222

FEDERAL E.I. NO.

QUOTER'S NAME

STREET ADDRESS

CITY STATE & ZIP

QUOTER'S CONTACT PERSON: PHONE NO.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	AMOUNT
			CLASS, ITEM AND SPECIFICATION NO.:		
001	30	each	Radio, Portable, APX 4000 7/800 MHZ, Model 2 Manu. Part #H51UCF9PW6AN		
002	60	each	Battery, Impress Lithium, 2700MAH Manu. Part #QA02750AB		
003	30	each	Enhancement: P25 9600 Trunking Only for existing MARCS system / Manu. Part #QA03161AA		
004	30	each	Enhancement: Standard one-year warranty per unit		
005	30	each	Software key for MARCS system programming/Supplement -al data / Manu. Part #QA01749AB		
006	30	each	Programming after receipt template charge for network programming		
007	5	each	Charger, multi-unit, Impress Smart 6-unit Manu. Part #WPLN4120BR		
			**Radio equipment & accessories to be delivered to: Ohio Department of Rehab & Correction/IT Dept.-4th Floor 770 West Broad Street (Att'n: Mike Moretti) Columbus, Ohio 43222 Please return completed bids to address listed above by Thursday, November 20, 2014 by 12:00 pm for bid consideration. Thank you!		

Quotations must comply with instructions that accompany this form. Please read the instructions along with the terms and conditions carefully before preparing the request for quotation. Failure to comply fully with instructions may disqualify your quotation.

Shipment to be made _____ days after receipt of order.

Date:	Authorized Signature:	Printed Name:

SEE ADDITIONAL PAGES

INSTRUCTIONS FOR SUBMITTING QUOTATIONS

1. All quotations must be typewritten or in ink and signed by an officer of the company. Quotations written in pencil will not be accepted.

2. All prices quoted MUST BE FIRM.

3. Quotations are requested for material or supplies specified. If materials or supplies other than those specified are offered, NAME AND DESCRIPTION OR PROPOSED EQUAL MUST BE STATED.

4. Quoters must specify THE BRAND AND TYPE they intend to furnish if the product is generally described by the brand name or manufacture.

5. Whenever brand names or catalog numbers or other specific descriptions are used to indicate the type of product described, APPROVED EQUALS WILL ALSO BE CONSIDERED.

6. Unless the buyer or quoter states otherwise, quotes will be awarded by item or as a whole at the discretion of the the buyer.

7. Transportation Charges: Quotations MUST BE MADE F.O.B. DESTINATION. The State of Ohio DOES NOT PAY ANY FREIGHT TAX. Therefore quoter MUST NOT INCLUDE such charges in their quotation.

8. The State weights and measures are to govern. No package or cartage charges.

9. Unit prices MUST BE ENTERED, EXTENDED AND TOTALED ON ALL ITEMS.

10. Terms; Any cash discounts offered will be accepted, and buyer will endeavor to use.

11. Request for information regarding quotes must include, (1) THE QUOTE NUMBER, AND (2) THE DATE OF OPENING.

12. ALL QUOTATIONS RETURNED TO INSTITUTION MUST SHOW THE DATE AND QUOTE NUMBER ON THE LEFT HAND CORNER OF THE ENVELOPE.

13. Ohio Election Law: By signing this Request for Quotation, the vendor 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 years, one or more contributions totaling in excess of $1,000.00 to the Governor or this committees.

14. Ohio Revised Code 9.24 prohibits the State from awarding a contract to any quoter(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the quoter warrants that it is now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this Invitation to Quote, without notifying the Department of such finding.

15. Contractor Disclosure; location of services, data. As part of this agreement, Contractor shall disclose, on Attachment Two, the following:
    (1) The location(s) where all services will be performed;
    (2) The location(s) where any state data applicable to the contract will be maintained or made available;
    and (3) The principal location of business for the Contractor and all subcontractors.

16. Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services are performed or change the location(s) of the county where the data is maintained or made available without prior written approval of the state.

NOTE: The Business Administrator's Office reserves the right to reject any or all quotes.

Standard Quote Award Terms and Conditions

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

2. **Quotes are Firm for 90 Days**
   Unless stated otherwise, once opened all quotes are irrevocable for sixty (60) days. Beyond ninety (90) days, quoter will have the option to honor their quote or make a written request to withdraw their quote from consideration.

3. **Evaluation of Quotes**
   The quote will be awarded to the lowest responsive and responsible quoter as determined by ODRC under the Ohio Revised Code. Buy America/Buy Ohio preference(s), as set forth in Sections 125.09 and 125.11 of the Ohio Revised Code, may be applied as evaluation criteria. See Number 6, below. To protect the integrity of the competitive quote process, quotes will be closed for public review once the evaluation and award process begins.

4. **Information Requested**
   DRC may request additional information to evaluate a quoter's responsiveness to the Quote or to evaluate a quoter's responsibility. If a quoter does not provide the requested information within seven days of the request, it may adversely impact ODRC's evaluation of the quoter's responsiveness or responsibility.

5. **Rejected Quotes**
   ODRC may reject any quote, in whole or in part, if any of the following circumstances are true:
   A. Quotes offering equipment that is not in compliance with the requirements, specifications, terms or conditions stated in the quote,
   B. The price of the lowest responsive and responsible quote is excessive in comparison with market conditions or with the ODRC's available funds, or
   C. ODRC determines that awarding the quote is not in the best interest of the State of Ohio.

   Buy America/Buy Ohio

6. A quoter claiming preference(s) for domestic end product(s) and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11, and Administrative Code Section 123:5-1-06, must complete Attachment One and return with the quote. A quoter who fails to complete and return Attachment One is ineligible to receive the preference. To receive the Buy Ohio preference, for significant Ohio economic presence, the quoter must meet all the following criteria:
   a. Pay required taxes to the state of Ohio;
   b. Be registered and licensed to do business in the state of Ohio with the Office of the Secretary of State; and,
   c. Have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

7. **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 Quote award will:

A. Be in accordance with the sound professional standards and the requirements of this quote 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 quote. Additionally, with respect to the Contractor's activities under this Quote award, the Contractor warrants that:
D. The Contractor has the right to enter into this quote award.
E. The Contractor has not entered into any other quote awards or employment relationships that restrict the Contractor's ability to perform under this quote 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 quote award and which title passes to the ODRC.
H. The Contractor has the right and ability to grant any applicable license granted in Deliverable in which title does not pass to the ODRC.

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.

8. 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 quote 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 quote awards, 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 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 Quote award. The State shall not be liable for any tax liabilities incurred by the Contractor under this Quote 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 Quote award.

9. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.

Pursuant to Ohio Revised Code Section 2909.33, in order to enter into a quote award for the work described herein, the successful quoter must hold a current and valid pre-certification from ODRC 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 DRC-provided Ohio Department of Public Safety's "Pre-Certification for Private Entitis" form in light of a current copy of the Terrorist Exclusion List. The form is available at:

http://www.homelandsecurity.ohio.gov/dma.asp

10. Workers' Compensation

The Contractor shall obtain and maintain Workers' Compensation coverage, as required by Ohio law for the term of this Quote 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 DRC.

11. 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.

12. Invoice and Payment

The Contractor will invoice for the equipment provided after the date the equipment is delivered and accepted, in accordance with the terms of this QUOTE. 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 the equipment.
B. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the equipment.

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

13. Discrimination

The services to be performed under this Quote 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."

14. Governing Law/Severability

The purchase order or Quote award that results from this QUOTE 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 Quote award or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Quote award will remain in full force and effect.

15. Quote award Construction

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

16. Force Majeure

If the State or Contractor is unable to perform any part of its obligations under this Quote 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 Quote 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; restrain 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.

17. Amendments

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

18. Assignment / Delegation

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

19. Documentation

Contractor agrees to complete all documentation requested by the ODRC.

Supplemental Quote award Terms and Conditions

1. Quote award Components

(If Request for Quote results in an award) The Quote award will consist of the completed Invitation to Quote; the completed competitive sealed quote; and applicable, valid State of Ohio, purchase order ("Quote award").

2. Term of Quote award

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

3. Delivery and Acceptance

Contractor receiving the purchase order must provide the equipment under this QUOTE 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 DRC will occur upon the inspection and written confirmation by DRC that the equipment was delivered and installed conforming to the requirements set forth in the QUOTE. Unless otherwise provided in this QUOTE, 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, the Contractor must coordinate the date and time of delivery with the indicated institution contact. The Contractor will be responsible for adhering to the institution's security policies and procedures.

4. Return Goods Policy

The DRC will apply the following Return Goods Policy on all purchases made under the Quote award. The quoter 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 DRC premises within seven (7) calendar days after receiving notification from DRC. The Contractor shall not apply any restocking or other charges to the DRC. 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 DRC will dispose of accordingly.

5. Debarment

Contractor represents and warrants that it is not debarred from consideration for quote award 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 Quote award is void *ab initio* and Contractor shall immediately repay to the DRC any funds paid under this Quote award.

Attachment One: Buy America/Buy Ohio Certification

A quoter claiming preference(s) for domestic and products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following applicable information. A Quoter who qualifies as an "Ohio" quoter (offer an Ohio produced product or who have significant Oho economic presence) or who qualifies as a border state quoter is eligible to receive a five percent (5%) preference over the price offered by a low non-Ohio/non-border state quoter. The Ohio Department of Rehabilitation and Correction (ODRC) may clarify any information provided below.

QUOTERS MUST COMPLETE THIS CERTIFICATE TO RECEIVE THE PREFERENCE(S).

A. **Domestic Preference (Buy America):** [**Not applicable** to "Excepted Products", as published by DAS]

1. Where is each product/service being offered mined, raised grown, produced or manufactured?

   ☐ United States: _____ (State) ☐ Canada ☐ Mexico (Go to B-1) ☐ Other: _____ (Specify Country) (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, whether or not a duty free entry certificate if issued.

   ☐ Yes (Go to B-1) ☐ No (Go to A-3)

3. The Quoter hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of the unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   _____ (Country of Origin) _____ (Item)

   _____ (Country of Origin) _____ (Item)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Contractor, their Sub-contractor(s) and any agent or the Contractor, their Sub-contractor(s) must not acquire any supplies or services originating form sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by Taliban, or Serbia (excluding the territory of Kosovo).

B. **Ohio Preference (Buy Ohio):**

1. The production/services being offered are raised, grown produced, mined or manufactured in Ohio.

   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Quoter has significant economic presence within the State of Ohio. ☐ Yes (Answer a, b, c, below) ☐ No (Go to B. 3)

   a) Quoter has paid the required taxes due the State of Ohio ☐ Yes ☐ No

   b) Quoter is registered and licensed to do business in the state of Ohio with the Ohio Secretary of State.

   ☐ Yes (Charter/Registration No: _____) ☐ No

   Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:

   www.state.oh.us/sos/

   c) Quoter has ten or more employees based in Ohio. ☐ Yes ☐ No (Go to B. 2d)

   d) Quoter has seventy-five percent or more employees based in ☐ Yes ☐ No (Go to B. 2d)

3. Border state quoter: ☐ Yes (Specify: ☐ KY ☐ MI ☐ NY ☐ PA) ☐ No (Go to B. 4)

4. Border state quoter: products produced or mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. 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 attached and is available at the following website: http://www.governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx

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

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

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

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

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

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

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)

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

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

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must 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 recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. 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.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. 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.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm 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.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. 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 subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

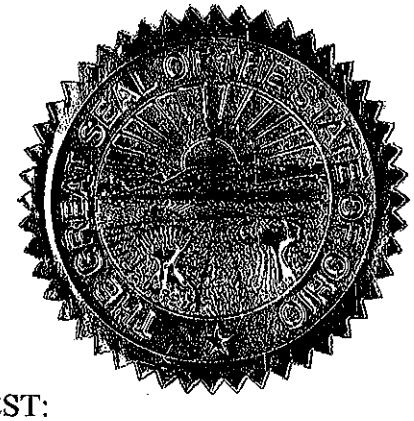
d. All APOs have adequate training which addresses the terms of this Order.

4. 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 to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State