

INVITATION TO BID

ITB NUMBER: DRCB-10-0188-A

DATE ISSUED: December 22, 2009

The Ohio Department of Rehabilitation and Correction is requesting bids for:

Blank Check Stock

INQUIRY PERIOD BEGINS:	December 22, 2009
INQUIRY PERIOD ENDS:	January 12, 2009
OPENING DATE:	January 19, 2009
OPENING TIME:	3:00 P.M. EST
OPENING LOCATION:	770 West Broad Street Columbus, Ohio 43222

This ITB consists of five (5) Parts and five (5) Attachments, totaling 26 consecutively numbered pages. Please verify you have a complete copy.

Part One Executive Summary

Purpose. The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Bids (hereinafter referred to as "Bid") from qualified vendors (hereinafter referred to as "Bidder") for Blank Check Stock (hereinafter referred to as the "Project") for adult correctional institutions administered by the ODRC (hereinafter referred to as the "Institution"). If an acceptable Bid is made in response to this Invitation To Bid (hereinafter referred to as "ITB"), the Institution may enter into a contract (hereinafter referred to as "Contract") to have the selected Bidder perform the Project.

This ITB provides details on what is required to submit a Bid, how the Institution will evaluate the Bids and what will be required of the Bidder who executes a Contract (hereinafter referred to as "Contractor").

The term of a Contract resulting from this ITB will be from February 1, 2010 through June 30, 2010 with two optional two-year renewals by mutual agreement. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision to extend the Contract.

Calendar of Events. The schedule for the ITB is provided below to assist the Bidder in responding to this ITB:

ITB Issued:	December 22, 2009
Inquiry Period Begins:	December 22, 2009
Inquiry Period Ends:	January 12, 2010
Bid Due Date:	January 19, 2010
Tentative Contract Award:	February 1, 2010

Structure of ITB. The ITB consists of the following Parts and Attachments:

Part One	Executive Summary
Part Two	General Instructions
Part Three	Scope of Project
Part Four	Requirements for Bids
Part Five	Evaluation of Bids
Attachment One	Locations of Ordering & Delivery
Attachment Two	Bidder Profile Summary
Attachment Three	Cost Summary
Attachment Four	Declaration Statements
Attachment Five	Purchase Contract

Project Representative. The Project Representative shall represent the Institution in matters relating to this ITB and the Bidding process. The Project Representative may be contacted as follows:

Name, Title: Keasha Brown, Contract Analyst
Mailing Address: 770 West Broad St. Columbus, Ohio 43222
Phone Number: 614-466-4702 Fax Number: 614-995-5103
E-Mail Address: keasha.brown@odrc.state.oh.us

Contract Monitor. Following Contract award, a Contract Monitor shall be the Contractor's primary point of contact for matters relating to the Contractor's performance. The Contract Monitor may be contacted as follows:

Name, Title: Michelle Matheron, Data Administrator Manager
Mailing Address: 770 West Broad Street, Columbus, OH 43222
Phone Number: 614-752-1306 Fax Number: 614-728-1578
E-Mail Address: michelle.matheron@odrc.state.oh.us

Part Two General Instructions

Inquiries. Bidders may make inquiries or seek clarifications regarding this ITB any time during the inquiry period listed in the ITB Calendar of Events. To make an inquiry, Bidders 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/Bid/Schedule #” as the Type;
- Enter the ITB Number found on Page 1 of this document (ITB 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:
 - a. First and last name of the prospective bidder’s representative who is responsible for the inquiry;
 - b. Name of the prospective bidder;
 - c. Representative’s business phone number; and
 - d. Representative’s e-mail address.
- Type the inquiry in the space provided including:
 - e. A reference to the relevant part of this ITB;
 - f. The heading for the provision under question; and
 - g. The page number of the ITB where the provision can be found.
- Click the “Submit” button.

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

Bidders 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/Bid/Schedule #” as the Type;
- Enter the ITB Number found on Page 1 of the document (ITB 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 State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the Inquiry Period End Date.

Inquiries and or requests for clarification about a specific portion of this ITB must reference the relevant Part and/or Attachment of this ITB and include the provision heading along with the ITB page number.

Bidders 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. 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 bid may result in the Bidder being deemed not responsive.

Bid Submission Requirements. Each Bidder must submit one complete, sealed, and signed Bid to the Project Representative, at the address listed in Part One with the outside of the envelope clearly marked:
“Blank Check Stock”

Bids must be received no later than 3:00 p.m. Eastern Standard Time on the Bid Due Date. The Project Representative **shall reject any Bids** or unauthorized Bid amendments submitted after the Bid Due Date.

Each Bidder must carefully review the requirements of this ITB and the contents of its Bid. Once the Bid Due Date has passed, Bids cannot be altered, except as allowed by this ITB.

All Bids and other submitted material shall be the property of the Institution and shall not be returned. The Bidder should not include proprietary information in a Bid because the Institution maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after Contract award.

The Institution will retain all Bids received as part of the Contract file for the term of the Contract and any subsequent renewals. After the State-scheduled retention period, the Institution may return, destroy, or otherwise dispose of the Bids.

Bid Instructions. The ODRC wants clear and concise Bids, and Bidders should take care to completely answer questions and meet the ITB's requirements. Bids must demonstrate an understanding of the requirements and show experience providing like services as well as the ability to meet the service requirements.

The requirements for the Bid's contents and formatting are contained in Part Four of this ITB. Any Bidder shall submit only one Bid.

The State will not be liable for any costs incurred by any Bidder in responding to this ITB, even if the State does not award a Contract through this process. The State may decide not to award a Contract for the Project. It may also cancel this ITB and contract for the Project through some other process or by issuing another ITB.

Waiver of Defects. The State has the right to waive any defects in any Bid or in the submission process followed by a Bidder. The State will only do so if it believes that is in the State's interests and will not cause any material unfairness to other Bidders.

Amendments to Bids. Amendments or withdrawals of Bids are allowed until 3:00 p.m. Eastern Standard Time on the Bid Due Date. No amendments or withdrawals will be permitted after the due time and date, except as expressly authorized by this ITB.

Remainder of page intentionally left blank.

Part Three Scope of Project

Objective. The objective of this ITB is to solicit Bids for Blank Check Stock to the Ohio Department of Rehabilitation and Correction as indicated in Part One. The successful Bid will form the basis of a Contract for such services.

Specifications for Blank Check Stock. This ITB is issued to obtain blank check stock meeting the following specifications to be purchased by ODRC Institutional Cashier's Office Staff. The blank check stock will be delivered to various institutions (as referenced in Attachment One) based on the "ship to" address of the Purchase Orders.

Check stock may be ordered in quantities as low as one (1) ream containing 500 checks. A total of approximately 220 reams (110,000 checks) may be ordered by ODRC during the course of one (1) year.

The blank check stock must meet the following **minimum requirements**:

- A. Colored check on top
- B. Check height of 3.5" (three and one-half inches)
- C. White stub below the check of 7.5" (seven and one-half inches)
- D. Designed for MICR laser printers
- E. Sequential control numbers for inventory
- F. Provided in reams containing 500 checks packaged with the sequential control numbers in descending order (i.e., the top sheet in the ream has the highest sequential control number)
- G. Contain artificial watermark of an ODRC seal on the front of the check (a 50kb .bmp image will be e-mailed to the Contractor)
- H. Include the following six (6) built-in security check features:
 - 1. Chemical / Stain protection paper
 - 2. Microprinting (border or lines on front and back)
 - 3. Fluorescent fibers
 - 4. Warning banner(s)
 - 5. Check security screen (e.g., "Original Document" or "VOID" pantograph)
 - 6. Thermochromic Ink

Bidders shall submit a sample of their check stock which includes the six (6) built-in security check features listed in H above.

Bidders must provide a delivered cost per ream (500 checks) for blank check stock meeting the above minimum requirements. As the Contractor will be responsible for shipping costs, the cost per ream should include an estimated shipping cost.

Shipments: Delivery of products to the requesting institution must be within 15 (fifteen) calendar days after Contractor receives the Institution purchase order. For deliveries, the Contractor will contact the institution Cashier's Office within forty-eight (48) hours of intended delivery for receiving arrangements. All products being delivered to ODRC institutions will be packaged, labeled, and sealed. Each shipment will have an official vendor itemized packing slip with signature of shipper.

Billing: Check stock must be held by the Contractor until individual facility orders are placed. Contractor is responsible for shipping; therefore, an estimated shipping cost must be included in the price per delivered ream of 500 checks. There is no guarantee the ODRC will purchase 220 reams in one year.

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

- A. The purchase order number authorizing the delivery of the product.

- B. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the product.

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

Delivery and Acceptance: Contractor receiving the purchase order must provide the supplies under this Contract F.O.B. destination. The supplies will be delivered to the place of destination. The possible places of destination are defined on Attachment One. A separate freight charge will not be billed; therefore, the cost of shipping must be included in the delivered price per ream of 500 checks in Attachment Three, Cost Summary.

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

Prior to delivery of the supplies, the Contractor must coordinate the date and time of delivery with the Cashier's Office of the Institution that placed the order. The Contractor will be responsible for adhering to ODRC security policies and procedures.

Accepted Delivery Schedule:
Monday through Thursday
8:00 a.m.-10:00 a.m.
1:00 p.m.-3:00 p.m.

Note: In case of deliveries outside of the specified delivery hours, Contractor shall use the warehouse. Contractors using USPS, UPS, DHL, FED-EX, or similar shippers will also use the warehouse.

Remainder of page intentionally left blank.

Part Four Requirements For Bids

Bid Format. Each Bid must include sufficient information to allow the evaluation committee to verify all aspects of the ITB in order to verify all of the Bidder's claims of meeting the ITB's requirements. Each Bid must respond to every request for information in this ITB whether the request requires a simple "yes" or "no" or a detailed explanation. These instructions describe the required format for a responsive Bid. All required specifications must be met for the Bid to be considered responsive.

The Bidder may include any additional information it believes is relevant. All pages, except pre-printed technical inserts, must be sequentially numbered.

The Bid shall be organized in the following order and contain the following information. **Failure of the Bidder to provide any of the following items may result in rejection of the Bid:**

- A. Cover Letter;
- B. Bidder Profile Summary, Attachment Two;
- C. Cost Summary, Attachment Three;
- D. Location of Services/Off-Shore/I-9 Certification, Attachment Four
- E. Statement of Compliance, Attachment Four;
- F. Conflict of Interest Statement, Attachment Four;
- G. Insurance; and
- H. Sample of Bidder's check stock which includes the six (6) built-in check security features.

Each required item is described more fully below:

A) Cover Letter. The Bidder must include a standard business letter signed by an individual authorized to legally bind the Bidder. The Bidder must be engaged in the business of providing Blank Check Stock. The letter must include the following:

- 1) General company profile including a description of the Bidder's legal structure (e.g. corporation, partnership, etc.) and number of employees;
- 2) The address of the Bidder's home office; and
- 3) The name, telephone number, fax number and electronic-mail address of a contact person who has authority to answer questions regarding the Bid and receive notices following Contract award.

B) Bidder Profile Summary. Using the form in Attachment Two, the Bidder must show at least two years' experience providing check stock to companies or organizations comparable to the Institution (e.g., hospitals, schools, jails, and businesses). Information to be provided includes: company name and address (to which check stock was provided), contact person and phone number, program name, beginning date of project (month/year started supplying check stock), ending date of the project (month/year stopped providing check stock), and a description of services or products provided that relate to the requirements of this ITB. The form in Attachment Two may be replicated if additional space is needed.

C) Cost Summary. Using the form in Attachment Three, Cost Summary, the Bidder shall provide the following information:

- a) Federal tax identification number and principal place of business;
- b) The name, address, telephone number, email address, and fax number of a contact person who has authority to answer questions regarding the bid; and
- c) Delivered cost per ream of 500 checks meeting the required specifications.

D) Location of Services/Off-Shore/I-9 Certification. The Bidder must complete the Location of Services / Off-Shore / I-9 Certification section in Attachment Four, including a signature from a Bidder representative authorized to bind the Bidder to the requirements listed in that section of Attachment Four.

E) Statement of Compliance. The Bidder's authorized representative must sign the Statement of Compliance section in Attachment Four, attesting to the Bidder's ability to contractually comply with all the requirements set forth in Part Three (Scope of Project) and Attachment Five (Contract) of this ITB.

If there are any requirements in the Contractor's Scope of Project and Specifications for Blank Check Stock or any Contract terms and conditions with which the Bidder is unable to contractually comply, the Bidder must provide a detailed statement as to why that requirement, term or condition cannot be met.

F) Conflict of Interest Statement.

The Bidder's authorized representative must sign the Conflict of Interest Statement section in Attachment Four, indicating that the Bidder, and any people who may work on the Project through the Bidder, have no possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project and acknowledging that the ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

G) Insurance. Bidders shall submit proof of the ability to procure and maintain insurance with a carrier licensed to do business in the State of Ohio.

H) Sample. Bidders shall submit a sample of their check stock which meets the security requirements listed in Part Three, Scope of Project, Blank Check Stock Specifications, section H.

Remainder of page intentionally left blank.

Part Five Evaluation of Bids

Rejection of Bids. ODRC may reject any Bid that is not in the required format, does not address all the requirements of this ITB, or that ODRC believes is not in its interests to consider or accept. Additionally, ODRC may cancel this ITB, reject all the Bids, and seek services through a new ITB or other means.

Evaluation of Bids Generally. The evaluation process may consist of up to four phases:

1. Initial review for defects;
2. Bid Evaluation;
3. Bidder's Performance History with Other Jurisdictions; and
4. Interviews, Presentations, and/or Demonstrations.

It is within the purview of the evaluation committee to decide whether phases three or four are necessary. The committee has the right to eliminate or add phases if the committee believes doing so will improve the evaluation process.

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

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

Initial Review. The Project Representative will review all Bids for their format and completeness. Any incomplete or incorrectly formatted Bid may be rejected, although the Project Representative may also elect to waive any immaterial defects or allow a Bidder to submit a correction or clarification.

Bid Evaluation. Award will be made to the lowest, responsive and responsible bidder as determined by ODRC. To protect the integrity of the competitive bid process, bids will be closed for public preview once the evaluation and award process begins.

The Evaluation Committee shall document all major evaluation decisions in writing, and make these a part of the Contract file along with the evaluation results for each Bid.

Interviews, Demonstrations, and Presentations. The Evaluation Committee may require Bidders to interview, make a presentation about the Bid and/or demonstrate their equipment, machines, products or services. Such presentations, demonstrations and interviews provide a Bidder with an opportunity to clarify its Bid and to ensure a mutual understanding of the ITB content. This phase shall be scheduled at the convenience and discretion of the Evaluation Committee. This phase is not an opportunity for any Bidder to engage in any negotiations over the form of the Bid or requirements of this ITB.

Financial Ability. If the Evaluation Committee is concerned that a Bidder may not be a viable going concern or have sufficient financial backing to perform the Contract, it may insist that a Bidder submit financial statements (i.e., financial statements audited by an independent, certified public accountant) for the past three years. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the Evaluation Committee finds that the Bidder's financial ability is not acceptable, it may reject the Bid despite its other merits.

Contract Award. It is the intent of ODRC to select one Contractor for Blank Check Stock. ODRC reserves the right to award in the best interest of the State.

The Contract will be awarded to the Bidder who provides the lowest, responsive and responsible Bid.

ODRC plans to award the Contract no later than the Contract award date specified in Part One of this ITB if ODRC decides the Contract award is in its best interests and has not changed the award date.

In awarding the Contract, ODRC will issue an award letter to the selected Contractor. The Contract will not be binding on ODRC until the ODRC's duly authorized representatives sign the Contract, and all other prerequisites identified in the Contract have occurred. The selected Bidder will receive an executed copy of the Contract.

Contract. If this ITB results in a Contract award, the Contract will include this ITB, written amendments to this ITB, the Bidder's Bid, and written, authorized amendments to the Bidder's Bid. These Contract elements will be incorporated into the Purchase Contract provided in Attachment Five. The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Purchase Contract. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. The Contract;
2. This ITB, as addended;
3. The documents and materials incorporated by reference in the ITB;
4. The Bidder's Proposal, as amended; and
5. The documents and materials incorporated by reference in the Bidder's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

Remainder of page intentionally left blank.

ATTACHMENT ONE: Locations of Ordering & Delivery

<u>Allen Correctional Institution (ACI)</u> P. O. Box 4501 2338 North West Street Lima, Ohio 45802 419-224-8000 Fax 419-224-5828	<u>Belmont Correctional Institution (BeCI)</u> P. O. Box 540 68518 Bannock Road, S.R. 331 St. Clairsville, Ohio 43950 740-695-5169 Fax 740-695-8272	<u>Chillicothe Correctional Institution (CCI)</u> P. O. Box 5500 15802 State Route 104 North Chillicothe, Ohio 45601 740-774-7080 740-779-5398
<u>Corrections Medical Center (CMC)</u> 1990 Harmon Avenue Columbus, Ohio 43223 614-445-5960 Fax 614-445-7040	<u>Correctional Reception Center (CRC)</u> 11271 State Route 762 Orient, Ohio 43146 614-877-2441 Fax 614-877-3853	<u>Dayton Correctional Institution (DCI)</u> P. O. Box 17249 4104 Germantown Street Dayton, Ohio 45417 937-263-0058 Fax 937-263-1322
<u>Franklin Pre-Release Center (FPRC)</u> P. O. Box 23651 1800 Harmon Avenue Columbus, Ohio 43223 614-445-8600 Fax 614-444-8267	<u>Grafton Correctional Institution (GCI)</u> 2500 South Avon Beldon Road Grafton, Ohio 44044 440-748-1161 Fax 440-748-2521	<u>Hocking Correctional Facility (HCF)</u> P. O. Box 59 16759 Snake Hollow Road Nelsonville, Ohio 45764 740-753-1917 Fax 740-753-4277
<u>Lebanon Correctional Institution (LeCI)</u> P. O. Box 56 State Route 63 Lebanon, Ohio 45036 513-932-1211 Fax 513-932-1320	<u>London Correctional Institution (LoCI)</u> P. O. Box 69 1580 State Route 56 London, Ohio 43140 740-852-2454 Fax 740-845-3399	<u>Lorain Correctional Institution (LorCI)</u> 2075 South Avon Beldon Road Grafton, Ohio 44044 440-748-1049 Fax 440-748-2191
<u>Madison Correctional Institution (MaCI)</u> P. O. Box 740 1851 State Route 56 London, Ohio 43140-0740 740-852-9777 Fax 740-852-3666	<u>Mansfield Correctional Institution (ManCI)</u> P. O. Box 788 1150 North Main Street Mansfield, Ohio 44901 419-525-4455 Fax 419-524-8022	<u>Marion Correctional Institution (MCI)</u> P. O. Box 57 940 Marion-Williamsport Road Marion, Ohio 43302 740-382-5781 Fax 740-387-8736
<u>Montgomery Education and Pre-Release Center (MEPRC)</u> P. O. Box 17399 1901 South Gettysburg Avenue Dayton, Ohio 45418 937-262-9853 Fax 937-268-7960	<u>Noble Correctional Institution (NCI)</u> 15708 McConnelsville Road Caldwell, Ohio 43724 740-732-5188 Fax 740-732-2651	<u>North Central Correctional Institution (NCCI)</u> P. O. Box 1812 670 Marion Williamsport Road East Marion, Ohio 43302 740-387-7040 Fax 740-387-5575

<u>Northeast Pre-Release Center (NEPRC)</u> 2675 E. 30th Street Cleveland, OH 44115 216-771-6460 Fax 216-787-3540	<u>Oakwood Correctional Facility (OCF)</u> 3200 N. West Street Lima, Ohio 45801 419-225-8052 Fax 419-225-8000	<u>Ohio Reformatory for Women (ORW)</u> 1479 Collins Avenue Marysville, Ohio 43040 937-642-1065 Fax 937-642-7678
<u>Ohio State Penitentiary</u> 878 Coitsville-Hubbard Road Youngstown, Ohio 44505 330-743-0700 Fax 330-743-0841	<u>Pickaway Correctional Institution (PCI)</u> P. O. Box 209 11781 State Route 762 Orient, Ohio 43146 614-877-4362 Fax 614-877-4514	<u>Richland Correctional Institution (RiCI)</u> 1001 Olivesburg Road P. O. Box 8107 Mansfield, OH 44901 419-526-2100 Fax 419-521-2810
<u>Ross Correctional Institution (RCI)</u> P. O. Box 7010 16149 State Route 104 Chillicothe, Ohio 45601 740-774-7050 Fax 740-774-7055	<u>Southeastern Correctional Institution (SCI)</u> 5900 B.I.S. Road Lancaster, Ohio 43130 740-653-4324 Fax 740-653-6155	<u>Southern Ohio Correctional Facility (SOCF)</u> P. O. Box 45699 Lucasville-Minford Road Lucasville, Ohio 45699 740-259-5544 Fax 740-259-2882
<u>Toledo Correctional Institution (ToCI)</u> 2001 East Central Avenue Toledo, Ohio 43608 419-726-7977 Fax 419-726-7157	<u>Trumbull Correctional Institution (TCI)</u> P. O. Box 901 5701 Burnett Road Leavittsburg, Ohio 44430 330-898-0820 Fax 330-898-0848	<u>Warren Correctional Institution (WCI)</u> P. O. Box 120 State Route 63 Lebanon, Ohio 45036 513-932-3388 Fax 513-933-0150
<u>ODRC Central Office</u> 770 West Broad Street Columbus, Ohio 43222 614-752-1306 Fax 614-728-1578		

Remainder of page intentionally left blank.

ATTACHMENT TWO: Bidder Profile Summary

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

Company Name:	Contact Person:	
Company Address:	Phone Number:	
Project Name:	Beginning Date of Contract: Month/Year	Ending Date of Contract: Month/Year
Description of related services or products provided to the company:		

ATTACHMENT THREE: Cost Summary

BID RESPONSE FORM
Bid Number DRCB-10-0188-A
Blank Check Stock

Bidders Legal Name:	Address:
Phone Number:	Fax Number:
Contact Person:	Contact email address:
Vendor Federal Tax ID Number:	Date:

Estimated Annual Usage	DESCRIPTION	Delivered PRICE per Ream (of 500 checks)
220 reams	Blank Check Stock meeting the minimum requirements as stated in Part Three, Scope of Project, Blank Check Stock Specifications (page 5)	\$ _____

Unless otherwise stated, the usage indicated is to be considered an estimate only and should be considered as information relative to potential purchases that may be made from this bid. ODRC makes no representation or guarantee as to the actual quantity of items(s) to be purchased.

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

Signature: _____

Name (Print): _____

Title: _____

Organization: _____

ATTACHMENT FOUR: Declaration Statements

Provide signature on statements below:

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

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

_____ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

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

_____ (Company) agrees to above:

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

Printed Name and Title _____

Signature _____

Organization _____ Date _____

STATEMENT OF COMPLIANCE

_____ (signature) Bidder acknowledges to having read, understood, and agrees to the Purchase Contract as set forth in Attachment Five and the Scope of Project as set forth in Part Three of the ITB. Bidder is able to Contractually comply with all the terms and conditions set forth in that Purchase Contract and Scope of Project. If there are any such terms or conditions with which Bidder is unable to Contractually comply, the Bidder must provide a detailed statement as to the reason(s) such term or condition cannot be met.

CONFLICT OF INTEREST STATEMENT

_____ (signature) Bidder confirms Bidder and any people who may work on the Project through the Bidder do not have a conflict of interest, direct or indirect, which is incompatible with the fulfillment of the Project. Bidder further agrees that the ODRC has the right to reject a Bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

ATTACHMENT FIVE: Purchase Contract

FOR OFFICE USE ONLY:

Contract No.	Fund	ALI
Dept.	Program	OAKS Vendor ID No.

**PURCHASE
CONTRACT
Between the
Ohio Department of Rehabilitation and Correction**

AND

THIS AGREEMENT is made and entered into effective _____ by and between the Ohio Department of Rehabilitation and Correction,

_____ (hereinafter collectively referred to as "Agency"), located at

and _____ (hereinafter referred to as "Contractor"), located at

_____ (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to

_____ ;
WHEREAS, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor's performance of its duties under this Contract.

- 1.2 Agency enters into this Contract in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall provide services and/or goods, and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.
- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article VI., Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

2.1 If the purchase was not solicited, the Contractor shall provide

(If additional space is needed, attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number _____) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

2.2 The Contractor's Agency contact person for this Contract is _____ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.

- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Contractor Disclosure:
- 2.4.1 The location(s) where all services and/or all goods will be provided: _____

- 2.4.2 The location(s) where any state data applicable to the Contract will be maintained or made available: _____

- 2.4.3 The principal location of business for the Contractor: _____

- 2.4.4 Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services and/or goods are provided or change the location(s) of the county where the data is maintained or made available without prior written approval of the Agency.
- 2.5 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 This Contract shall remain in effect until the work described in Article II, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor’s Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on _____.
- Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code (“O.R.C.”) Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

- 4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$_____.
- 4.2 The total amount due was computed according to the following payment schedule:

- 4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 4.4 Invoice Requirements. The Contractor must submit an original invoice with three (3) copies 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:
 - 4.4.1 The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
- 4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of:
 - 4.5.1 The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
 - 4.5.2 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.
- 4.6 Any travel the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

ARTICLE 6: TERMINATION OF CONTRACTOR'S SERVICES AND/OR GOODS

- 6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving written notice to Contractor.
- 6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or

appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

- 6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.
- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.

- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.5 License number _____. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination as may be determined within the discretion of the Agency.

ARTICLE 8: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

ARTICLE 9: RELATED AGREEMENTS

- 9.1 The work contemplated in this Contract is to be performed by Contractor who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article II, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal locations of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of, understand, and are currently in compliance with the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive 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 or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:
<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 The O.R.C. section 125.111 requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.
- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase

goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS / PUBLIC USE

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 13: LIABILITY

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.

The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.

13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 15: DRUG FREE WORKPLACE

Contractor agrees to comply with all applicable federal, state and local laws regarding smokefree and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

- 17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 18: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE 19: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 20: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 21: CONTROLLING LAW

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

ARTICLE 22: SUCCESSORS AND ASSIGNS

Neither this Contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency.

ARTICLE 23: FINDINGS FOR RECOVERY

Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 24: DEBARMENT

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

ARTICLE 25: DECLARATION REGARDING MATERIAL ASSISTANCE / NONASSISTANCE TO A TERRORIST ORGANIZATION

Contractor hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization 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 “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 26: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract 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 Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 27: “SWEATSHOP-FREE” PURCHASING

For all state purchases of clothing, Contractor certifies that sweatshops are not being used in the production of that supplier's clothing. Additionally, Contractor certifies that as a supplier of state purchases of clothing, as well as their manufacturers and subcontractors, are in compliance with all applicable laws; including, but not limited to, laws establishing standards for wages, occupational safety and work hours, prohibiting discrimination, harassment or abuse, and recognizing employees' rights to freedom of association and collective bargaining. Consequences for violating this certification may include, but are not limited to, cancellation of the contract, a finding by the Agency that the Contractor/supplier is not a responsible bidder or a determination that the Contractor/supplier is ineligible to receive future contract bid awards.

ARTICLE 28: EXECUTION

This Contract is not binding upon Agency unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor:	
Printed Name of Contractor:	Date of Signing:

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Program Administrator Approval:	Date:
Warden/Program Manager/Department Head:	Date:

For **purchases of services only**, the following signatures are also required:

Legal Services:	Date:
Deputy Director, Administration:	Date:
Director, Ohio Department of Rehabilitation and Correction:	Date: