

INVITATION TO BID

ITB NUMBER: DRCB-16-2122

DATE ISSUED: May 28, 2015

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

Pest Control Services for the following locations:

Chillicothe Correctional Institution

Ross Correctional Institution

Bids for these services are being accepted in accordance with ORC CH. 125.081; Minority Business Enterprise Set-Aside Opportunity

INQUIRY PERIOD BEGINS:	May 28, 2015
INQUIRY PERIOD ENDS:	June 12, 2015
OPENING DATE:	June 18, 2015
OPENING TIME:	3:00 P.M. Local Time
OPENING LOCATION:	770 West Broad Street Columbus, Ohio 43222

This ITB consists of five (5) Parts and five (5) Attachments, totaling 32 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 pest control services (hereinafter referred to as the "Project") for Chillicothe and Ross Correctional Institutions located in Chillicothe, Ohio 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 Institutions may enter into a contract (hereinafter referred to as "Contract") to have the selected Bidder perform the specified services.

This ITB provides details on what is required to submit a Bid, how the Institutions will evaluate the Bid 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 **July 1, 2015 through June 30, 2017 with two optional two-year renewals by mutual agreement.** Contractor performance, quality of service, price, and the Contractor's ability to deliver scope of service 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:	May 28, 2015
Inquiry Period Begins:	May 28, 2015
Inquiry Period Ends:	June 12, 2015
Bid Due Date:	June 18, 2015
Tentative Contract Award:	July 1, 2015

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

Part One	Executive Summary
Part Two	General Instructions
Part Three	Scope of Work
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: Darcy Turner-Olinger, MBE/EDGE Program Administrator
Mailing Address: 770 West Broad St. Columbus, Ohio 43222
Phone Number: 740-506-4899 Fax Number: 614-995-5103
E-Mail Address: Darcy.Turner-Olinger@ODRC.State.OH.US

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

Name, Title: Jane McAfee, Business Administrator 3
Mailing Address: Chillicothe Correctional Institution, 15802 State Rt. 104-N, Chillicothe, OH 45601
Phone Number: 740-774-7080, extension 2277 Fax Number: 740-774-7092
E-Mail Address: Jane.McAfee@ODRC.State.OH.US

Name, Title: Dwight Presler, Business Administrator 3
Mailing Address: Ross Correctional Institution, 16149 State Rt. 104-N, Chillicothe, OH 45601
Phone Number: 740-774-7050, extension 2351 Fax Number: 740-774-7065
E-Mail Address: Dwight.Presler@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:

“Pest Control Services/Chillicothe & Ross Correctional Institutions”

Bids must be received no later than 3:00 p.m. Local Time on the Bid Due Date of June 18, 2015. 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 ODRC and shall not be returned. The Bidder should not include proprietary information in a Bid because ODRC 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.

ODRC 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, ODRC may return, destroy, or otherwise dispose of the Bids.

Bid Instructions. 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 work. It may also cancel this ITB and contract for the work 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. Local 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.

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Part Three Scope of Service

Objective. The objective of this ITB is to solicit Bids for pest control services to the Chillicothe and Ross Correctional Institutions as indicated in Part One. The successful Bid will form the basis of a Contract for such services.

A. SERVICE REQUIREMENTS

1. The pest control Contractor will furnish necessary labor, equipment and material. The Contractor will provide the building with service for the extermination and prevention of pest infestation of all reported infestation plus scheduled services.

2. The scheduled service will include all offices, restrooms, eating areas, halls, service closets, panel closets, penthouse, crawl spaces, basement, sub-basement, vent stacks, food preparation, storage, dormitories, agricultural areas and any other areas that the institution deems necessary in the specifications including outside perimeter of buildings.

The Contractor shall perform routine pest control services that do not adversely affect building occupant health or productivity during the regular hours of operation in the buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the following specifications of the institutions listed herein, the Contractor shall notify the Building Superintendent at least one day in advance.

3. Pest control services shall be a process for achieving long-term, environmentally sound pest suppression through the use of a variety of technological and management practices. Strategies in a pest control service program are to include monitoring and physical, cultural, biological, and procedural modifications that reduce the food, water, harborage, and access used by pests. Chemical controls are used only as a last resort after considering nontoxic options.

4. All services are to be done during normal business hours, unless otherwise specified. It is to be the Contractor's responsibility to determine the amount of man hours necessary to cover the site. The Contractor must contact the building superintendent and/or health and safety coordinator prior to any service and give a report on areas covered upon completion of services.

5. Contractors will adhere to all institution security requirements.

6. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive clothing. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall comply with FIRE (Federal Insecticide, Fungicide, and Rodenticide Act) and the specific pesticide labels.

B. VERMIN CONTROL

The successful Contractor will furnish necessary labor, equipment, and materials for extermination, control, and prevention of all pests including, but not limited to, rats, mice, roaches of all varieties, flies, bees of all varieties, yellow jackets, water bugs, fleas, lice, silverfish, spiders, ants and clover mites.

The following pests are excluded from this contract: birds, bats and other vertebrates other than commensal rodent; termites and other wood-destroying organisms; mosquitoes; pests located outside buildings that primarily feed on outdoor vegetation. However, the Contractor may be called upon to control or remove these pests under the extra compensation provisions of the contract or as specified by specific institutions as listed herein.

Work Report - The Contractor's technician must submit to the building's designated representative signed copies of work orders indicating check-in and check-out time, the area serviced, method used, the pesticide used, and the rate/concentration or amount of material applied. These orders will become the basis for the proof of services rendered in order to qualify the Contractor for payment. The Contractor is required to specify specific days that work will be performed weekly. On reporting to the Institution the Contractor will check-in on arrival. The Contractor will then report to the general storeroom to pick up the pest control log which will be the instrument which will become the basis for payment. The Contractor must report to the office specified for each building entered and be escorted throughout. Each escort will sign the log on completion. The log is returned to the general storeroom at the end of the day. Upon completion of the work, the Contractor will check-out.

The Contractor shall provide detailed, site-specific recommendation for any structural and procedural modifications needed for pest prevention. No partial treatments of buildings will be accepted unless the Licensed Pesticide

Applicator can provide reasonable evidence to the Building Superintendent that the infestation is localized within a specific area and will not spread beyond the zone of treatment.

Emergency Service – The Contractor will provide emergency service to treat infested areas, upon request, within twenty-four (24) hours of notification. There will be no extra charge for such service. This Contractor's emergency service number shall give the institution access to the Contractor on a twenty-four (24) hour basis.

Contractor's emergency service telephone number: _____

Initial Building Inspections - The Contractor and Building Superintendent or Health & Safety Coordinator shall conduct a thorough, initial inspection during the first month of this contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of the property and discuss these with the Building Superintendent. Access to the building shall be coordinated with the Building Superintendent. The inspection shall address:

1. Identification of problem area in and around the buildings.
2. Identification of structural features or sanitation problems contributing to pest infestations.
3. Discussion of the effectiveness of previous control efforts.
4. Facilitation of Contractor access to all necessary areas.

Information about restrictions, special safety precautions, or other constraints of which the Contractor should be aware:

Inspections and Recommendations - The Contractor will perform inspections and make recommendations to the facility managers on a monthly basis concerning repairs to the building that may be necessary in order to seal off entrance points of pests or rodents, and also for the removal of harborages and food supplies. Indication or evidence of termites or other wood destroying organisms should be reported immediately.

The Contractor will also submit a name of a company or a written recommendation to the Building Superintendents Office and one to the Office of Building Maintenance and Security (when applicable).

The Contractor shall describe physical, structural, operational, biological, and least hazardous chemical responses to pest populations that exceed the established thresholds or other measures aimed at preventing pest infestations. The Contractor shall use non-chemical methods wherever possible.

The Contractor shall minimize the use of pesticides whenever possible. These applications shall be restricted to unique situations where no alternative measures are available or practical and non-chemical options have been exhausted. The pesticides used by the Contractor must be registered with U.S. Environmental Protection Agency (EPA) and used in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

The Contractor shall not use any pesticide until after inspections or monitoring indicate the presence of pests that exceed action thresholds and non-chemical control methods or action have not reduced the pest population to below the action threshold. The Contractor shall provide a written report explaining the identity of the target pest, the need for such treatment, the time and specific place of treatment, the pesticide to be used, the method of application, what precautions should be taken to ensure tenant and employees safety, and the steps taken to ensure the containment of the pesticide to the site of application. The Contractor shall employ the least-hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

Pesticides - Pesticide applications shall be by need and not by schedule. The Contractor must obtain written permission from the Building Superintendent to use pesticides that require notification of staff under state law. All pesticides must be approved for use in food processing facilities and animal housing facilities by the Ohio Department of Agriculture, the U.S. Department of Agriculture, the Food and Drug Administration, the United States and Ohio Environmental Protection Agencies, and all other appropriate Federal, State, County or Local Agencies that have jurisdiction.

Pesticides must be administered by qualified technicians. The Contractor will comply with all rules and regulation set forth in The Federal Insecticide, Fungicide, Rodenticide Act, as currently amended; known as FIRE, and all articles of the Ohio Pesticide Law as currently amended.

The successful bidder will provide a list of all chemicals with EPA warnings and antidotes to be used to the building's designated representative.

The Contractor(s) will submit to the agency/institution, Building Superintendent, a Material Safety Data Sheet (MSDS) prior to any product(s) being used at the agency/institution. The Contractor shall provide current labels for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide services.

The Contractor will contact the facility safety office at the institution for further directions.

The chemical compounds used to kill the pests will provide residual control for as long as can be reasonably expected, while still complying with the rotational requirement to avoid resistant populations of pests.

The Contractor will collect and dispose of all dead rats and mice, and the work will be performed in such a manner that interference with the building operation is minimal. The Contractor must leave the areas neat and clean.

C. INSECT CONTROL

Sticky traps shall be used to guide and evaluate indoor insect populations and control efforts as appropriate. The Contractor shall use non-chemical methods of control whenever possible for example:

1. Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and for control of spiders in webs wherever appropriate.
2. Exclusion and trapping devices rather than pesticide sprays shall be used for control of flying insects indoors wherever appropriate.
3. Bait formulations shall be used for cockroach and any control wherever appropriate. Bait shall be placed in areas inaccessible to employees and other building occupants.

The location of all monitoring devices, bait stations and other control devices shall be recorded in the pest control services log book.

D. RODENT CONTROL

Outdoor Trapping - Rodenticide applications outside the building shall emphasize the direct treatment of rodent burrows whenever feasible. When rodent burrows cannot be located, exterior rodent control shall be accomplished with secured EPA-registered tamper-resistant bait boxes. Each bait box shall be labeled with the Contractor's business name and address. Each bait box must be anchored and have date and initial stickers placed on the inside of each lid. Each sticker must be dated and initialed each month by the Contractor's Service Technician. Bait is to be secured within the bait station and should be changed at least every 90 days to ensure effectiveness. Tracking powder, mechanical traps, and glue boards may be needed for additional rodent control. The Contractor at no additional charge shall provide these products. The Contractor shall maintain a minimum inventory of (1) one case of glue boards for agency use on an as needed basis or as otherwise requested within the specifications per facilities listed herein.

Indoor Trapping - Rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in area inaccessible to employees and other building occupants and in protected areas not affected by routine cleaning and other operations. The Contractor must check trapping devices regularly. Each trapping device must have a date and initial sticker on the inside of each lid. The stickers must be dated and initialed each month by the Contractor's Service Technician. The Contractor shall dispose of rodents killed or trapped found upon inspection during the Contractor's regularly scheduled service date. Trap-checking and rodent removal will be the responsibility of personnel outside of the Contractor's regularly scheduled service date. In some cases EPA-registered tamper-resistant bait boxes may be used indoors, but only upon approval from the Building Superintendent.

E. SAFETY OBLIGATIONS

The Contractor will not use anything in the chemical formulation that will be injurious to human beings and animals, that will endanger health or life, damage electric wiring or any property, or equipment with which the formulation may come in contact. No deadly poisons; e.g. 1080, arsenic, bad odor types etc., are to be used by the Contractor except under controlled conditions and with prior written approval from the Building Superintendent. Pesticides must be applied by qualified operators licensed under the Ohio Pesticide Use and Application Law by the Ohio Department of Agriculture, Division of Plant Industry and Division of Animal Industry.

The Contractor must use chemicals compatible with humans safety and be applied in such a manner to minimize risks to humans and pets.

The Contractor will provide photocopies of the business' Pest Control License and Pesticide Applicator Certificates as well as the Pesticide Applicator's Licenses and Identification Badges for every Contractor employee who will be performing on-site services under this contract.

Subcontracting - Only the Contractor will perform the services as specified, subcontracting will not be allowed during the duration of this contract. All Contractors will be held solely responsible to meet the performance schedules and specifications for services in a timely and professional manner.

The Contractor's shall be responsible for documenting each visit to the site and all services provided. This file shall include: A copy of the Contractor's approved Pest Control Services Plan, including labels and MSDS for all pesticides used in the buildings, brand names of all pest control devices and the Contractor's service schedule for the building. Also to be included in the file are pest monitoring data sheets, which record the number and specific location of pests as revealed by the Contractor's monitoring program or sightings by building occupants.

The Contractor shall provide copies of a Contractor's Service Report Form at each service, documenting all information on the pesticide applications, including the check-in and check-out times, areas serviced, products used, and the rate /concentration or amount of materials used.

Law and Ordinance Notification - The bidder is responsible for the knowledge and compliance to all pertinent requirements for pest control contained in any and all federal, state, and local regulations.

Personnel - All applications must be made by technicians trained, licensed and certified to make such applications.

SITE VISIT: Prior to submitting their bid response, the bidder should visit the facility(s) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. Facility location and contact information is listed below. Each Bidder must contact the facility(s) they want to Bid, approximately 2 to 3 days ahead of time during normal business day(s), Monday through Friday, 8:00 a.m. to 4:30 p.m., to schedule admittance to said facility. Bidders must have with them a picture/ I.D. (such as a valid Ohio driver's license) and company I.D. in order to be admitted to institutions. The purpose of the visit(s) is for the Bidders to familiarize themselves with 1) location and size of the facility, 2) the security guidelines at each institution, and 3) specific areas to be serviced.

Facility/Institution

Chillicothe Correctional Institution
15802 State Route 104 North
Chillicothe, Ohio 45601

Institution/Facility Contact

Jane McAfee
Jane.McAfee@ODRC.State.OH.US

Telephone Number

740-774-7080/Extension 2277
740-774-7092 (Fax)

Ross Correctional Institution
16149 State Route 104 North
Chillicothe, Ohio 45601

Dwight Presler
Dwight.Presler@ODRC.State.OH.US

740-774-7050/Extension 2351
740-774-7065 (Fax)

TRANSPORTATION CHARGES: All exterminating services rendered shall be F.O.B. and prepaid to destination.

PROOF OF LICENSE: Each bidder is to submit with their bid a copy of their current license. The license must cover the specification requirements stated in this bid. The Contractor and pesticide technicians shall be properly licensed by the Ohio Department of Agriculture and shall be in compliance with all existing federal, state, and local regulations governing the performance of pest control work and the use of pest control materials.

LICENSE CATEGORIES: In order to be considered for award of this contract, the bidder shall be licensed by the Ohio Department of Agriculture in the following categories which include CORE, Category 7 and 10 as listed below:

- CORE
- (7) Vertebrate Animal Control
- (10) Domestic, Institutional, Structural, and Health-related Pest Control
 - (a) General Pest Control
 - (b) Termite*
 - (d) Mosquito, House fly, and other Vector Control

NOTE: Bidder's license shall be active, at the time of bid opening, and in force for the duration of the contract.

BIDDER QUALIFICATIONS AND DOCUMENTATION: Bidder must utilize trained personnel directly employed or supervised by him for services rendered under this contract. Bidder must be able to supply personnel, equipment and materials to perform professional pest control services on any awarded facility.

Bidder may be asked to supply the name of a supervisor and an alternate identified with copies of applicator license during the evolution of this contract. The supervisor shall be the Contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor and alternate shall both have a working knowledge of this contract and detailed pest control services plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below:

Pest Control Technicians: The Contractor may be requested to provide, the names of all pest control personnel assigned to this contract and pertinent information regarding their qualifications, experience and training. Throughout the life of this contract all personnel providing on-site pest control services must be certified within the appropriate category of structural and health related pest control. No uncertified personnel will be permitted to work on-site under this contract.

A. Conduct - The Contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises.

B. Appearance - Pest control technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat and professional appearance. Technicians shall have an identification photo also.

C. Identification - The Contractor's personnel shall wear proper company identification when servicing the facilities(s).

D. Personnel's Equipment - The Contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of pesticides as required by conditions.

E. Replacements - The Contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

Bidder must have a minimum of five (5) years experience in professional pest control services. A letter on bidder's company letterhead certifying that the bidder meets the above requirements should be submitted with the bid response. Failure to submit letter as specified may deem your bid non-responsive and further consideration for award may not be given.

Bidder is to provide three (3) references of commercial customers for whom the bidder has provided preventive maintenance services for pest control services similar to the services listed in the bid within the last three (3) years, including contact name and telephone number. Failure to submit references as specified may deem your bid non-responsive and further consideration for award may not be given.

A copy of the pest control work order form and supporting documentation that the Contractor proposes to use may be requested. Failure to supply a copy of the pest control work order form within seven (7) calendar days after notification may deem your bid non-responsive and further consideration for award may not be given.

Conditions of Service Termination: The Ohio Department of Rehabilitation & Correction reserves the right to terminate services at above-listed locations if the requirements listed within the scope of pest control services are not adhered to or the service vendor's performance is found to be unsatisfactory. Written notice will be issued to the awarded service vendor thirty (30) days prior to the termination of said service agreement.

****AWARD:**

There will be one (1) award for each institution made to the lowest responsive and responsible Bidder meeting all bid specifications and requirements listed herein for the following institutions:

CHILlicothe CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

The purpose of these specifications is to cover pest and nuisance bird control service for the various buildings, basements and tunnels for the Chillicothe Correctional Institute, P.O. Box 5500, 15802 SR 104 N., Chillicothe Ohio 45601-0990. Pest Control for the prevention of pests including, but not limited to rats, mice, roaches of all varieties, flies, mosquitoes, bees, yellow jackets, water bugs, bed bugs, fleas, lice, silverfish, spiders and ants. (Termite control is excluded) Nuisance bird control provided for pigeons and starlings.

II. SPECIAL REQUIREMENTS

The Contractor will supply at no additional cost, when needed, mechanical traps and room foggers. Upon request, the Contractors will leave a minimal supply of glue boards, ant traps and fly strips. These items will be used between service calls. The contractor shall provide the building with service for the extermination and prevention of pest infestation of any and all reported infestation plus scheduled services. The scheduled service will include all offices, restrooms, eating areas, hall service closets, panel closets, penthouse, crawl spaces, basement, sub-basement, vent stacks and any other areas that the institution deems necessary in the specifications.

III. CONTRACTOR RESPONSIBILITIES

The contractor and/or his designated serviceman shall service all buildings located throughout the Chillicothe Correctional Institution. This service shall include all the offices, restrooms, eating areas, hall service panel closets, crawl spaces, basements, sub-basements, vent stacks and any other areas that the institution deems necessary in the requirements. The tunnels are to be fumigated for fleas at least one (1) time during the initial term of the contract. Frequency of service subject to change by agency.

The Contractor must schedule the work to be performed to conform to food service preparation schedules.

The service schedule will be mutually agreed upon between Contractor and institution and will be at times that will not conflict with institution's count times.

Furnish materials and labor for pest control services at the Chillicothe Correctional Institution conducted at pre-arranged time at the following locations:

- A. Areas to be Serviced Minimum of Once Monthly
 - 1. Administration Building
 - 2. A-Building Offices (Common Areas & Employee Barber Shop)
 - 3. Auditorium
 - 4. Chapel
 - 5. Commissary
 - 6. Death Row (3)
 - 7. Death Row Gym
 - 8. Death Row Visiting
 - 9. Dispensary
 - 10. Dormitories (13)
 - 11. Garage
 - 12. Inmate Barber Shop
 - 13. Inmate Gymnasium
 - 14. Inmate Processing Center
 - 15. Laundry
 - 16. Lawns & Grounds
 - 17. Level 1 Processing Building
 - 18. Maintenance Office
 - 19. Maintenance Shops (10)
 - 20. Mental Health Building
 - 21. Outside Mailroom
 - 22. Power Plant
 - 23. Rear Gate Shack
 - 24. Receiving Building Offices and Hallways
 - 25. Segregation (2)
 - 26. Sherman School/Library
 - 27. Visiting Room
 - 28. Warehouse
 - 29. Water Treatment Plant
 - 30. Waste Water Treatment Plant

B. Areas to be Serviced Weekly

1. Food Service
 - A. Full Clean Out
 - B. Weekly service will be performed after cleanup of evening meals.

C. Areas to be Serviced Per Request

1. Guard Building and Towers
2. Locksmith/Armory
3. OPI offices and shops (12)
4. Tunnels for fleas
5. Vocational School Areas (4)

This service shall include all of the basements and tunnels in each building. The contractor shall spend a minimum of two (2) hours on premises, for such services per visit.

ROSS CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

The purpose of these specifications is to cover pest control service for the various buildings and outside areas for the Ross Correctional Institution, 16149 SR 104 North, Chillicothe, Ohio 45601. Pest Control for the prevention of pests including, but not limited to, rats, mice, roaches of all varieties, flies, mosquitoes, bees, yellow jackets, water bugs, bed bugs, fleas, lice, silverfish, spiders and ants. (Termite control is excluded)

II. SPECIAL REQUIREMENTS

The Contractor will supply at no additional cost, when needed, mechanical traps and room foggers. Upon request, the Contractors will leave a minimal supply of glue boards, ant traps and fly strips. These items will be used between service calls. The contractor shall provide the building or outside area with service for the extermination and prevention of pest infestation of any and all reported infestation plus scheduled services. The scheduled service will include all offices, restrooms, eating areas, hall service closets, panel closets, penthouse, crawl spaces, basement, sub-basement, vent stacks and any other areas that the institution deems necessary in the specifications.

III. CONTRACTOR RESPONSIBILITIES

The contractor and/or his designated service provider shall service all areas as indicated throughout the Ross Correctional Institution. This service shall include all the offices, restrooms, eating areas, hall service panel closets, crawl spaces, basements, vent stacks and any other areas that the institution deems necessary. Frequency of service is subject to change by agency.

The Contractor must schedule the work to be performed to conform to food service preparation schedules.

The service schedule will be mutually agreed upon between Contractor and institution and will be at times that will not conflict with institution's count times.

Furnish materials and labor for pest control services at the Ross Correctional Institution conducted at pre-arranged times at the following locations:

- A. Areas to be Serviced Minimum of Once Monthly
 1. A-Building (Entry)
 2. B-Building (Administration)
 3. C-Building (Isolation, Control, Visiting, Medical)
 4. D-1 (Offices and all other rooms)
 5. D-2 (Offices and all other rooms)
 6. E-Building (Quartermaster, Laundry, R&D, Mailroom, Vault, etc.)
 7. F-1 (Commissary and all other areas)
 8. F-2 (R&D and all other areas)
 9. G-1 (Recreation, Vocational and Maintenance)
 10. G-2 (Recreation, Vocational and Maintenance)
 11. I-Building (Warehouse, Garage)
 12. Housing Units (H1 thru H4 – North)
 13. Housing Units (H5 thru H8)

14. J-Dorm

B. Areas to be Serviced Weekly

1. Food Service

A. Full Clean Out

B. Weekly service will be performed after cleanup of evening meals.

Billing: Service Contractor is responsible for billing each institution on a monthly basis for services rendered within the scope of services listed.

Invoice and Payment: The Contractor shall invoice for services provided after monthly completion, 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 services
- B. A description of what services the Contractor performed and total price of said services

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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 pest control services. 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 five years' experience providing pest control services 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 pest control services were provided), contact person and phone number, program name, beginning date of work (month/year pest control services began), ending date of the work (month/year stopped providing pest control services), 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) Cost of services per location per all listed specification requirements.

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 Work) and Attachment Five (Contract) of this ITB.

If there are any requirements in the Contractor's Scope of Work and Specifications for pest control services 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 work 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.

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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 per institution for pest control services. 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, and any addenda thereto.
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.

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ATTACHMENT ONE: Locations Requiring Pest Control Service

Facility/Institution

Chillicothe Correctional Institution
15802 State Route 104 North
Chillicothe, Ohio 45601

Institution/Facility Contact

Jane McAfee
Jane.McAfee@ODRC.State.OH.US

Telephone Number

740-774-7080/Extension 2277
740-774-7092 (Fax)

Ross Correctional Institution
16149 State Route 104 North
Chillicothe, Ohio 45601

Dwight Presler
Dwight.Presler@ODRC.State.OH.US

740-774-7050/Extension 2351
740-774-7065 (Fax)

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-16-2122
Pest Control Services / Chillicothe & Ross Correctional Institutions

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

FACILITY	SERVICE DESCRIPTION	Monthly Cost Structure for period covering:	
		7/1/2015 – 6/30/2016	7/1/2016 – 6/30/2017
Chillicothe Correctional Institution	Monthly Pest Control Services	\$_____per month	\$_____per month
Chillicothe Correctional Institution	Nuisance Bird Control	\$_____per hour	\$_____per hour
Chillicothe Correctional Institution	(Estimated annual usage: 3 occurrences) Flea Treatment in Tunnels	\$_____per occurrence	\$_____per occurrence
Chillicothe Correctional Institution	(Estimated annual usage: 3 occurrences) Bed Bug Treatment	\$_____per occurrence	\$_____per occurrence
Ross Correctional Institution	Monthly Pest Control Services	\$_____per month	\$_____per month
Ross Correctional Institution	(Estimated annual usage: 3 occurrences) Bed Bug Treatment	\$_____per occurrence	\$_____per occurrence
Ross Correctional Institution	(Estimated annual usage: 3 occurrences) Roach Treatment/Residences	\$_____per occurrence	\$_____per occurrence

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 Work 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 work, 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 Work 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 Work. 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 work. 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: SERVICE CONTRACT
Example Only**

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

Example Only

THIS CONTRACT is made and entered into effective ___ day of __, _____ by and between the Ohio Department of Rehabilitation and Correction, _____ (hereinafter collectively referred to as "Agency"), located at [Street Address, City, State, Zip] and [Contractor Name] (hereinafter referred to as "Contractor"), and 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 6, 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 the following scope of services and/or goods:

(If additional space is needed, then 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 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 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, 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:
See Attached Solicitation Documents.

- 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 copies (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:

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 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.

- 4.6 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.

- 4.7 Any travel that 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 2, 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, and their principal location 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 All contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

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 smoke-free 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: ASSIGNMENT / DELEGATION

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

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: 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 26: “SWEATSHOP-FREE” PURCHASING

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing the goods or services.

If DAS receives a complaint alleging non-compliance with this “sweatshop-free” certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. IF allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Consequences for violation this certification may include, but are not limited to, cancellation of the contract. A finding by the Agency that the Contractor is not a responsible bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 211-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment to this contract.

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

ARTICLE 28: TERMINATION, SANCTION, DAMAGES

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

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25% of the value of the Contract.

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

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

ARTICLE 29: 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:	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head:	Date:

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

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



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.

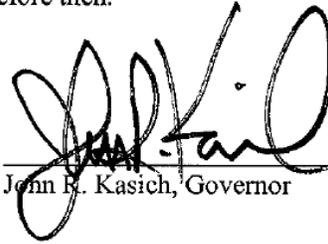
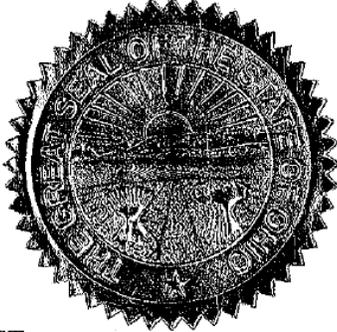
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

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 contractor 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