

THIS IS NOT AN ORDER

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

THIS IS NOT AN ORDER

P.O. /Quote No.
ODRC14-4

REQUEST FOR QUOTATION

Quote Date
03/27/2014

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

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

Fund	Account	ALI	DEPT	Program	Grant/Prj	Project	Serv Loc	Reporting
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BILL TO : Ohio Shared Services c/o **attached listing of Institutions to follow

F.O.B.
PREPAID
DEST.

CONTACT PERSON: Darcy Turner-Olinger, Business Administrator **PHONE:** (614) 752-1630 x.

Send Quote to: →

ODRC14-4 **04/11/2014**
 QUOTE NO. OPENING DATE 12:00 NOON

Ohio Dept. of Rehabilitation & Correction
 Darcy Turner-Olinger, Business Admin.
 770 West Broad Street, 4th Floor
 Columbus, Ohio 43222

FEDERAL E.I. NO.

QUOTER'S NAME

STREET ADDRESS

CITY STATE & ZIP

QUOTER'S CONTACT PERSON: PHONE NO.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION AND SPECIFICATIONS	UNIT PRICE	AMOUNT
			CLASS, ITEM AND SPECIFICATION NO.: PEST CONTROL SERVICES FOR THE FOLLOWING FACILITIES WITHIN THE OHIO DEPT. OF REHABILITATION & CORRECTION: Grafton Correctional Institution & Correctional Camp Richland Correctional Institution Corrections Training Academy Pickaway Correctional Institution Allen/Oakwood Correctional Institution Northeast Reintegration Center Noble Correctional Institution Chillicothe Correctional Institution Please complete attached cost summary schedule & return with signed request for quotation form by Friday, 4-11-2014. AWARD: There will be one award for each facility/institution made to the lowest responsive and responsible Bidder meeting all bid specifications and requirements listed herein for above-listed facility/institution locations. **This quotation request is a Minority Business Enterprise** set-aside in accordance with ORC CH. 125.081.		

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

Shipment to be made _____ days after receipt of order.

Date:	Authorized Signature:	Printed Name:
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Ohio | Department of Rehabilitation & Correction

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

March 27, 2014

Dear Prospective Bidder,

Please find attached a Request for Quotation for the Ohio Department of Rehabilitation & Correction for pest control services at eight proposed locations. This quotation request is a Minority Business Enterprise set-aside in accordance with ORC CH. 125.081. The facility locations and services listed on this quotation request are for a service period covering May 1, 2014 through June 30, 2015. Each location has detailed service specifications listed for their site in the attached pest control request for quotation. A listing of all location addresses and contact information is available within the quotation request enabling each prospective bidder to schedule site visit(s). This is not a mandatory requirement but is encouraged for a complete review and understanding of service requirements at each location prior to bid submission. Whether or not they attend, bidders will be held responsible for the site visit information.

Please return your completed, sealed quotation with bid number listed on envelope bottom left hand corner by Friday, April 11, 2014 as directed on page 1 of the request for quotation form for bid opening, review and award consideration. If there are any additional questions regarding attached request for quotation please contact me via email Darcy.Turner-Olinger@ODRC.State.OH.US or by phone 614-752-1630. Thank you for your interest in this request.

Sincerely,

Darcy Turner-Olinger
Business Administrator

COST SUMMARY SCHEDULE			
DESCRIPTION	MONTHLY COST STRUCTURE 05/01/14 – 6/30/14	MONTHLY COST STRUCTURE 07/01/14 – 06/30/15	
Grafton Correctional Institution	\$ _____ Per Month	\$ _____ Per Month	
Grafton Correctional Camp	\$ _____ Per Month	\$ _____ Per Month	
Grafton Correctional Institution/Residences (ROACH TREATMENT)	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence	
Richland Correctional Institution	\$ _____ Per Month	\$ _____ Per Month	
Corrections Training Academy	\$ _____ Per Month	\$ _____ Per Month	
Corrections Training Academy/Special Residences (BED BUG TREATMENT)	(Estimated Annual Usage is 3 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 3 Occurrences) \$ _____ Per Occurrence	
Corrections Training Academy (VERTEBRATE ANIMAL CONTROL ie raccoons, ground hogs, skunks, etc.)	\$ _____ Per Application	\$ _____ Per Application	
Pickaway Correctional Institution	\$ _____ Per Month	\$ _____ Per Month	
Pickaway Correctional Institution/Special Residences (PIGEON REMOVAL)	\$ _____ Cost Per Hour	\$ _____ Cost Per Hour	
Pickaway Correctional Institution/Special Residences (ROACH TREATMENT)	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence	
Pickaway Correctional Institution/Special Residences (FLEA TREATMENT)	(Estimated Annual Usage is 3 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 3 Occurrences) \$ _____ Per Occurrence	
Pickaway Correctional Institution/Tunnels, Barns, Sewers (PER SPECIFICATIONS STATED HEREIN & SECTION V. – OPTIONAL SERVICES/ C. OTHER AREAS)	(Estimated Annual Usage is 3 Applications) \$ _____ Per Application	(Estimated Annual Usage is 3 Applications) \$ _____ Per Application	
Pickaway Correctional Institution/OPI Warehouse	\$ _____ Per Month	\$ _____ Per Month	
Pickaway Correctional Institution/ Beverage Processing Plant	\$ _____ Per Month	\$ _____ Per Month	
Pickaway Correctional Institution/ Meat Processing Plant	\$ _____ Per Month	\$ _____ Per Month	
Pickaway Correctional Institution/ Meat Processing Plant (ADDITIONAL SCHEDULED VISITS ONLY)	\$ _____ Cost Per Hour	\$ _____ Cost Per Hour	

COST SUMMARY SCHEDULE

DESCRIPTION	MONTHLY COST STRUCTURE 05/01/14 – 6/30/14	MONTHLY COST STRUCTURE 07/01/14 – 06/30/15
Allen/Oakwood Correctional Institution	\$ _____ Per Month	\$ _____ Per Month
Allen/Oakwood Correctional Institution/ Residences (ROACH TREATMENT)	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 2 Occurrences) \$ _____ Per Occurrence
Northeast Reintegration Center	\$ _____ Per Month	\$ _____ Per Month
Noble Correctional Institution	\$ _____ Per Month	\$ _____ Per Month
Chillicothe Correctional Institution	\$ _____ Per Month	\$ _____ Per Month
Chillicothe Correctional Institution (NUISANCE BIRD CONTROL)	\$ _____ Cost Per Hour	\$ _____ Cost Per Hour
Chillicothe Correctional Institution (FLEA TREATMENT IN TUNNELS)	(Estimated Annual Usage is 30 Occurrences) \$ _____ Per Occurrence	(Estimated Annual Usage is 3 Occurrences) \$ _____ Per Occurrence

INSTRUCTIONS FOR SUBMITTING QUOTATIONS

1. All quotations must be typewritten or in ink and signed by an officer of the company. Quotations written in pencil will not be accepted.
2. All prices quoted **MUST BE FIRM**.
3. Quotations are requested for material or supplies specified. If materials or supplies other than those specified are offered, **NAME AND DESCRIPTION OR PROPOSED EQUAL MUST BE STATED**.
4. Quoters must specify **THE BRAND AND TYPE** they intend to furnish if the product is generally described by the brand name or manufacture.
5. Whenever brand names or catalog numbers or other specific descriptions are used to indicate the type of product described, **APPROVED EQUALS WILL ALSO BE CONSIDERED**.
6. Unless the buyer or quoter states otherwise, quotes will be awarded by item or as a whole at the discretion of the the buyer.
7. **Transportation Charges: Quotations MUST BE MADE F.O.B. DESTINATION**. The State of Ohio **DOES NOT PAY ANY FREIGHT TAX**. Therefore quoter **MUST NOT INCLUDE** such charges in their quotation.
8. The State weights and measures are to govern. No package or cartage charges.
9. Unit prices **MUST BE ENTERED, EXTENDED AND TOTALED ON ALL ITEMS**.
10. Terms; Any cash discounts offered will be accepted, and buyer will endeavor to use.
11. Request for information regarding quotes must include, (1) **THE QUOTE NUMBER, AND (2) THE DATE OF OPENING**.
12. **ALL QUOTATIONS RETURNED TO INSTITUTION MUST SHOW THE DATE AND QUOTE NUMBER ON THE LEFT HAND CORNER OF THE ENVELOPE**.
13. Ohio Election Law: By signing this Request for Quotation, the vendor affirms that no party listed in Division (I) or (J) of section 3517.13 of the Ohio Revised Code, or spouse of such party, has made, as an individual, within the past two previous years, one or more contributions totaling in excess of \$1,000.00 to the Governor or this committees.
14. Ohio Revised Code 9.24 prohibits the State from awarding a contract to any quoter(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the quoter warrants that it is now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this Invitation to Quote, without notifying the Department of such finding.
15. **Contractor Disclosure; location of services, data**. As part of this agreement, Contractor shall disclose, on Attachment Two, the following:
 - (1) The location(s) where all services will be performed;
 - (2) The location(s) where any state data applicable to the contract will be maintained or made available;and (3) The principal location of business for the Contractor and all subcontractors.
16. Contractor shall not, during the performance of this Contract, change the location(s) of the county where the services are performed or change the location(s) of the county where the data is maintained or made available without prior written approval of the state.

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

Standard Quote Award Terms and Conditions

1. Terms and Conditions

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

2. Quotes are Firm for 90 Days

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

3. Evaluation of Quotes

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

4. Information Requested

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

5. Rejected Quotes

ODRC may reject any quote, in whole or in part, if any of the following circumstances are true:

- A. Quotes offering equipment that is not in compliance with the requirements, specifications, terms or conditions stated in the quote,
- B. The price of the lowest responsive and responsible quote is excessive in comparison with market conditions or with the ODRC's available funds, or
- C. ODRC determines that awarding the quote is not in the best interest of the State of Ohio.

Buy America/Buy Ohio

6. A quoter claiming preference(s) for domestic end product(s) and/or the Ohio preference, pursuant to Ohio Revised Code Sections 125.09 and 125.11, and Administrative Code Section 123:5-1-06, must complete Attachment One and return with the quote. A quoter who fails to complete and return Attachment One is ineligible to receive the preference. To receive the Buy Ohio preference, for significant Ohio economic presence, the quoter must meet all the following criteria:

- a. Pay required taxes to the state of Ohio;
- b. Be registered and licensed to do business in the state of Ohio with the Office of the Secretary of State; and,
- c. Have ten or more employees based in Ohio, or seventy-five percent or more of their employees based in Ohio.

7. General Representations and Warranties

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

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

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

8. Contractor Declarations

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

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

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

Pursuant to Ohio Revised Code Section 2909.33, in order to enter into a quote award for the work described herein, the successful quoter must hold a current and valid pre-certification from ODRC certifying that it has not provided material assistance to an organization listed on the United States Department of State Terrorist Exclusion List ("Terrorist Exclusion List"). This certification is achieved by truthfully answering "No" to every question on the DRC-provided Ohio Department of Public Safety's "Pre-Certification for Private Entities" form in light of a current copy of the Terrorist Exclusion List. The form is available at:

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

10. Workers' Compensation

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

11. Certification of Drug-Free Workplace Compliance

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

12. Invoice and Payment

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

- A. The purchase order number authorizing the delivery of the equipment.
- B. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the equipment.

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

13. Discrimination

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

14. Governing Law/Severability

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

15. Quote award Construction

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

16. Force Majeure

If the State or Contractor is unable to perform any part of its obligations under this Quote award by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Quote award. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; 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.

17. Amendments

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

18. Assignment / Delegation

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

19. Documentation

Contractor agrees to complete all documentation requested by the ODRC.

Supplemental Quote award Terms and Conditions

1. Quote award Components

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

2. Term of Quote award

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

3. Delivery and Acceptance

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

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

Prior to delivery of the equipment, the Contractor must coordinate the date and time of delivery with the indicated institution contact. The Contractor will be responsible for adhering to the institution's security policies and procedures.

4. Return Goods Policy

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

5. Debarment

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

Pest Control Service Request for Quotation Supplement

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.

<u>Facility/Institution</u>	<u>Institution/Facility Contact</u>	<u>Telephone Number</u>
Grafton Correctional Institution/ Grafton Correctional Camp 2500 South Avon Belden Road Grafton, Ohio 44044	Patti Capelety Patti.Capelety@ODRC.State.OH.US	440-748-5410/Direct Number 440-748-8015 (Fax)
Richland Correctional Institution 1001 Olivesburg Road Mansfield, Ohio 44905	Rebecca Avery Rebecca.Avery@ODRC.State.OH.US	419-526-2100/Extension 2032 419-521-2810 (Fax)
Corrections Training Academy 11781 State Route 762 Orient, Ohio 43146	Beverly Johnson Beverly.Johnson@ODRC.State.OH.US	614-877-4345/Extension 223 614-877-0108 (Fax)
Pickaway Correctional Institution 11781 State Route 762 Orient, Ohio 43146	Margaret Brown Margaret.Brown@ODRC.State.OH.US	614-877-4362/Extension 560 614-877-4514 (Fax)
Allen/Oakwood Correctional Institution 2338 North West Street Lima, Ohio 45802	Tom Ferry Tom.Ferry@ODRC.State.OH.US	419-225-8052/Extension 2005 419-224-8000 (Fax)
Northeast Reintegration Center 2675 East 30 th Street Cleveland, Ohio 44115	Robbyn Ware Robbyn.Ware@ODRC.State.OH.US	216-771-6460 216-787-3540 (Fax)
Noble Correctional Institution 15708 McConnelsville Road Caldwell, Ohio 43724	Darin Clark Darin.Clark@ODRC.State.OH.US	740-732-5188/Extension 2154 740-732-2651 (Fax)
Chillicothe Correctional Institution 15802 State Route 104 North Chillicothe, Ohio 45601	Jane McAfee Jane.McAfee@ODRC.State.OH.US	740-774-7080/Extension 2277 740-774-7094 (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:

GRAFTON CORRECTIONAL INSTITUTION/GRAFTON CORRECTIONAL CAMP

I. SCOPE OF SERVICE

Pest Control - control of common species of pests including but not be limited to rats, mice, bats, wasps, bees, yellow jackets, fleas, lice, bedbugs, ants, flies. The use of pesticide sprays will be limited to areas where there is a visible problem, such as wasps or hornet nests. Bait shall be used on the outside of all buildings for the control of ants. Contractor will provide ant bait stations for the control of ants between service calls.

II. SPECIAL REQUIREMENTS

The Contractor will supply at no addition 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.

III. CONTRACTOR RESPONSIBILITIES

Furnish materials and labor for pest control services at Grafton Correctional Institution ((GCI) and Grafton Correctional Camp (GCC) conducted at pre-arranged time at the following locations:

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 GCI and GCC conducted at pre-arranged time at the following locations:

A. Areas of the institution to be serviced Per Visit.

- (2) Administration - Building Offices and Hallways
- (2) Visiting Room
- (2) Receiving Building Offices & Hallways
- (2) Clinic
- (2) Pharmacy
- (2) Commissary
- (2) Package and receiving area
- (2) Food service areas to include dock and compactor area
- (2) Laundry / Quarter Master
- (1) Inmate Barber Shop
- (2) Population Gym
- (2) Lawns & Grounds
- (2) Maintenance Offices
- (2) Maintenance Warehouses
- (1) Health & Safety Offices
- (1) Garage
- (13) Dormitories
- (2) Education Buildings and Offices
- (1) Segregation
- (2) Chapel/recovery service

B. Areas to be serviced as needed:

- 1. Warehouse/garage
- 2. (4) State Houses
- 3. Laundry/ Quartermaster

C. Areas to be serviced a minimum of once a month:

- 1. Visiting Areas
- 2. Receiving buildings/hallways/Package room
- 3. Clinics
- 4. Pharmacy
- 5. Inmate Barber
- 6. Population Gym areas
- 7. Maintenance Offices
- 8. Maintenance Warehouses
- 9. Health & Safety Offices

10. Education Buildings (Education, Library, OPI and College)
11. Mental Health Building
12. Chapel / Recovery Service

D. Areas to be serviced a minimum of twice a month:

1. All Housing units/ Dormitories
2. Visiting
3. Segregation
4. Food Service (offices, storerooms, staff dining room, inmate dining rooms, classroom, serving areas and work areas).
5. Commissary (office, store rooms and service area).

The Contractor will provide at no extra cost, when needed, mechanical traps, glue boards, fly strips, room foggers. Upon request, the Contractor will leave a supply of glue boards, ant traps, fly strips, to be used between service calls at no extra charge.

Pest control services are to include all other buildings which may be constructed on GCC or GCI state property.

Any Area of the institution and GCC will be serviced if a problem is noted or a work order is submitted for service. Pest control services are to include all other buildings, state houses which may be constructed or exist on GCI or GCC state property.

RICHLAND CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

Pest Control – To include, but not limited to, roaches, rats, mice, bats, wasps, bees, yellow jackets, flies, fleas, lice, bedbugs, ants, water bugs, and other crawling and/or flying insects, and other rodents.

II. REQUIREMENTS

SERVICE REQUIREMENTS

A. The Contractor will provide Richland Correctional Institution with a weekly schedule, while meeting the service requirements outlined in this agreement.

B. At the request of any administrative staff or delegated authority, Contractor shall furnish, at no additional charge, competent assistance in connection with special control problems and/or infestations as a consultant.

C. IMPORTANT: Contractor must provide written verification of time spent while servicing Richland Correctional Institution, which will include areas serviced and problems associated, with infestations and/or pests of any nature.

D. Contractor must be responsible to act promptly on any complaint and/or special service calls required by the Richland and Correctional Institution.

III. CONTRACTOR RESPONSIBILITIES

A. Pest Control contractor must furnish necessary labor, equipment, and material. The contractor will provide the building with service for the exterminating and prevention of all reported infestation plus scheduled services.

Contractor will provide all traps (sticky cards, hotel traps, etc.), and also provide pellets for the yard when needed for mosquito control and prevention. Contractor to service eighty-eight (89) bait stations that have been installed by the institution.

B. The scheduled services will include all areas of the institution as well as any areas outside of the institution maintained by Richland Correctional Institution.

C. Areas and Service Frequency

1. The Contractor and/or the designated serviceman must service all areas of Richland Correctional Institution, and any other areas the Richland Correctional Institution deems necessary.

2. Frequency of service is subject to change by Richland Correctional Institution.

D. Areas to be serviced once a month:

1. A-Building Offices and Hallways
2. Records Office
3. Visiting Room
4. Receiving Building Offices & Hallways
5. Clinic
6. Pharmacy
7. Outside Mailroom
8. Chapel (K-Building)
9. Laundry
10. Inside Mailroom
11. Inmate Barber Shop
12. Music Room
13. Population Gym
14. Quartermaster
15. Lawns & Grounds
16. Maintenance Offices
17. Maintenance Warehouses
18. Health & Safety Offices
19. Garage
20. (10) Dormitories
21. Graphic Arts Building
22. Education Buildings and Offices
23. Segregation

E. Areas to be serviced twice a month:

1. Warehouse
2. Receiving Area

F. Areas to be serviced once a week

1. Food Service (offices, storerooms, staff dining room, inmate dining rooms, classroom, serving areas and work areas).
2. Commissary (office, store rooms and service area).

G. Areas to be serviced upon request

1. Locksmith
2. Armory
3. Food Service (fogging)
4. Commissary (fogging)

Food Service Area is to be treated once a month with residual spray. The Food Service Area can only be serviced on Friday nights at 8:00 p.m.

The Contractor or designee will spend at a minimum of two (2) hours per week servicing the areas of Richland Correctional Institution.

CORRECTIONS TRAINING ACADEMY

I. SCOPE OF SERVICE

Pest Control – Control of common species of pests including but not limited to: roaches, rats, mice, bats, wasp, bees, yellow jackets, spiders, fleas, flies, water bugs, silverfish, raccoons, skunks, bats, birds, mosquitoes and ants (inside and outside buildings). Pest control is to be included for the servicing, trapping and the disposal of birds, rodents, skunks, raccoons and bed bugs. Services for trapping and disposal of rodent and small animals will be provided on an "as requested" basis and billed separately.

II. CONTRACTOR RESPONSIBILITIES

The Contractor and/or his designated serviceman will service all buildings located throughout the Corrections Training Academy as listed. This service will include but not limited to all offices, restrooms, food service halls service closets, panel closets, crawl spaces, pen houses and other areas that the Corrections Training Academy deems necessary.

Areas and Service Frequency:

A. Areas to be serviced once a month:

	Large Offices/Dorm Rooms	Small Office/Storage	Bathrooms
1. AT Building	13	24	6
2. Oakwood Building	18	10	4
3. Briarwood Building	18	10	4
4. Beechwood Building	18	10	4
5. Pinewood Building	18	10	4
6. Parkview Building	10 (9-Foodservice Rms. and 1- Large Classroom)	N/A	4

B. Areas to be serviced once a week:

1. Parkview Building – Foodservice

C. Areas to be service upon request:

1. Lock shop
2. Armory
3. Range
4. Foodservice Fogging – Service twice a month as needed on Fridays after 12:30 p.m.

Exterior Treatment shall be administered twice yearly or as needed to the exterior of all buildings. Service will be performed on Fridays.

Any necessary call backs for problem area between service call will be provided at no extra charge.

Place bait appropriately as needed in all area of the institution. Tracking powder, mechanical traps and stick boards may be needed for rodent control. These products shall be provided by the Contractor in addition to the regular service at no extra charge.

After each visit the Contractor must furnish the Business Office with a receipt signed by the Academy's escorting employee, which shows date of application, area of application and application used. Material Safety Data Sheet is required for all chemicals used.

PICKAWAY CORRECTIONAL INSTITUTION and
OHIO PENAL INDUSTRIES (OPI) at PICKAWAY CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

To control roaches of all varieties and all other pest, to include but not be limited, rats, mice, bats, wasps, bees, yellow jackets, fleas, lice, bedbugs, ants, raccoons and other rodents and insects inside and outside. This work is to be done in the safest manner possible meeting all USDA, OSHA, and EPA requirements.

II. SERVICE SCHEDULE

A. The Contractor must schedule the work to be performed to conform to the production schedules for the Beverage Processing Plant, Meat Processing Plant Center and food service preparation which may require night and/or weekend work after 7 p.m.

B. The Contractor is to submit a proposed service schedule to the Business Administrator for approval.

C. Special treatment dates and times may be requested by the institution for particular pest control problem areas identified by the construction Contractors or institutional staff. A thorough treatment of each building may be requested by the institution prior to and after the opening of these buildings.

III. CONTRACTOR RESPONSIBILITIES

The Contractor will provide tracking powder, mechanical traps, stick boards and glue traps. These products must be provided by the Contractor in addition to the regular service at no extra charge.

Contractor will apply a non-residual insecticide ULV, labeled safe for living and food service areas.
Areas and Service Frequency

NOTE: The Contractor is to provide a minimum amount of time to service all areas, time in other individual areas may vary.

Areas to be serviced Monthly:

- A. Health Center (Medical Bldg.)
- B. Segregation

Areas to be fogged:

- A. Central Food Service in Multi-Purpose Bldg after 7 p.m. (weekly).
- B. ODR - Officers Dining Room (as needed).
- C. Food Warehouse (weekly)
- D. BOSCO (monthly as needed)
- E. Sallyport (monthly as needed)

IV. CONTRACTORS RESPONSIBILITY

OPI Meat Processing Plant Center

Additional visits may include twice per month, once per week or on an as needed basis as determined by the facility's need to meet The Department of Agriculture's regulatory compliance.

The products and additional equipment to be distributed include but are not limited to: Fly bait, rodent traps, glue boards, rodent bait boxes, rodent 'catch-alls', residual bait, rodent bait and like equipment or supplies.

Rodent and Pest equipment, currently on-site of the Meat Processing Career Center, is owned by the State of Ohio, Ohio Penal Industries, Meat Processing Career Center, Pickaway Correctional Institute, Orient, Ohio.

Areas to be monitored and serviced for the Meat Processing Plant at OPI:

- A. Monitoring and servicing of 20 bait traps on the inside and 20 outside bait traps of facility. Please see attached.
- B. Monitoring and servicing of insect light traps.

V. OPTIONAL SERVICES

The Contractor must have the capability of providing the following services to Pickaway Correctional Institution and Ohio Penal Industries (OPI) at the Pickaway Correctional Institution unless otherwise stated. These services may or may not be needed and is to be available upon request of the institution. Pricing must be provided in this Invitation To Bid and institution will be billed separately. For evaluation purposes, an estimate of three (3) times per year will be used for each unless otherwise noted under Price Schedule.

A. Pigeon Control

- 1. The Contractor shall provide all necessary labor, equipment, and pesticides to destroy pigeons.
- 2. The Contractor shall collect and dispose of all dead birds, and the work shall be performed in such a manner that interference with the normal household routine is minimal. The areas shall be left neat and clean.

B. Special Residences – Services to be performed (Per Request)

1. Superintendent's Residence – Old two-story home
2. Apartments 2 and 3 – employee residences
3. Apartments 4 and 5 – employee residences
4. Farm House residence

C. Other Areas

1. Tunnels – Both deep and shallow tunnels connect all main buildings, steam lines, and telephone cable.
2. Barns – Several outbuildings used for hay storage and animal (pigs and cows) housing.
3. Sewers – Both sanitary and storm sewers and all manholes.

****Refer to insert for Pickaway Correctional Institution locations to include service areas, major pest problems, frequency of service and other listed special requirements. (Appendix A / 5 pages)**

PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
Multi Purpose Bldg.	All Offices	School Administrator		Roaches Ants	Monthly If needed	8:30 a.m.- 4:30 p.m.	None
	All Bathrooms	Records Manager					
Food Warehouse Inmate Gym	Education	Officer		Roaches and Mice	Weekly	8:30 a.m.-4:00 p.m.	Food storage area. USDA approved chemicals
	Records	Gene Gilliland					
Power House	Control Center & Key Rooms	Lt.		Roaches & Silverfish	Monthly If needed	8:30 a.m.-4:00 p.m.	None
	Administrative Offices	Library					
Plumbing/ Electric Shop	Visiting Room	Recreation Director		Roaches Ants	Weekly If needed	8:00 a.m.-4:00 p.m.	Some foodstuffs stored for brief periods – USDA approved
	Library						
	Gymnasium	Teacher in charge of culinary arts					
	Culinary Arts						
	All Storage Areas	Warehouse Manager					
	Offices						
	Bathrooms						
	Office	Engineer					
	Bath						
	Shower						
	All Storage Areas	Maintenance Supt.					
	Office						
	Bathrooms						
	Halls						

PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
B Bldg.	Psychology Administrative Offices Vault All Offices All Halls All Bathrooms	Captains	Officer Assigned	Roaches Ants Water Bugs	Weekly If needed	8:30 a.m.-4:30 p.m.	Vault has food products; USDA approved chemicals must be used in living areas and areas where food products are kept.
A, B, C, D Units	All Living Areas All Offices All Bath & Shower Areas All Storage & Side Rooms All Hallways	Security Office	Officer Assigned	Roaches Ants Water Bugs	Weekly If needed	8:30 a.m.-4:30 p.m.	Food stored throughout living areas in inmate lockers; Chemical used approved for populated living areas and food items; As requested by unit manager.
Multi Purpose Bldg. Central Food Service	1. Dining Rooms 2. Dishwashing Rooms Kitchen Vegetable Prep Room 3. Storage Rooms Butcher Shop 4. Offices 4 Bathrooms Pulping Room All Hallways	Shirley Hix, Loretta Blankenship or Everett Sheets	Loretta Blankenship Everett Sheets or Designee	Roaches, Mice, and Flies	Weekly	4:30 p.m.-7:30 p.m.	Chemical must be USDA approved for food preparation and food service areas.
	Food Service Truck	Manager	Assigned	Roaches	Monthly If needed	8:30 a.m.-4:30 p.m.	None

PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
Laundry	Laundry Truck Laundry Area Offices Storage Area Basement	Laundry Manager	Assigned	Roaches	Weekly if needed	7:30 a.m.-4:00 p.m.	None
Maintenance Office	All Storage Areas All Offices All Bathrooms Halls and Entry Ways	Maintenance Supervisor	Maintenance Supervisor	Roaches Ants	Weekly if needed	8:00 a.m.-3:30 p.m.	None
Welding HVAC	All Bays All Storage Areas Office Bathroom	Maintenance Supervisor	Maintenance Supervisor	Roaches Ants	Monthly if needed	8:00 a.m.-3:00 p.m.	None
Telecommunications & Paint Bldg.	Server and Phone Room Paint Storage	Maintenance Supervisor	Assigned Staff	Roaches Water Bugs Ants	Monthly if needed	8:00 a.m.-3:30 p.m.	None
Programs Bldg.	All Offices All Classrooms All Meeting Rooms All Bathrooms Hall & Entry Ways	Captains Office	Assigned Staff	Roaches Ants	Weekly if needed	8:00 a.m.-3:30 p.m.	None
Commissary	All Storage Areas All Offices All Bathrooms All Hall & Entry Ways	Commissary Manager	Commissary Manager	Roaches Ants Mice	Weekly (as needed)	8:00 a.m. - 3:00 p.m.	None
Carpenter Shop	All storage Areas All Offices Kitchen Area	Maintenance Supervisor	Maintenance Supervisor	Roaches Ants Mice	Monthly if needed	8:00 a.m. - 3:00 p.m.	None

PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
Farm Storage Bldg. -- 3	Garage Grain Storage Area Farm Equipment Storage	Farm Manager	Assigned	Roaches Mice Pigeons	Monthly If needed	8:00 a.m.-3:00 p.m.	USDA approved chemicals around grain storage areas
Farm Admin. Bldg.	Offices Bathrooms	Farm Manager	Assigned	Roaches	Monthly If needed	8:00 a.m.-3:30 p.m.	None
Dairy 2 Bldgs.	Feeding Areas -- Cattle Milk Parlor Offices	Farm Manager	Assigned	Roaches, Rats and Mice	Weekly If needed	8:00 a.m.-3:00 p.m.	Cattle feeding area and milk production areas -- USDA approved chemicals
Water Plant	Office Inmate Lunch Room	Supervisor	Assigned	Roaches	Monthly If needed	8:00 a.m.-4:30 p.m.	USDA approved chemicals for use around potable water
Waste Water Plant	Office Digester Building White Block Building Screen Building Blower Building Finishing Building Maintenance Shed UV Tank	Supervisor	Assigned	Roaches, Mosquitoes in season	Monthly If needed	8:00 a.m.-4:30 p.m.	None

PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
OPI PRINT SHOP	All Work Areas All Offices	Manager	Officer Assigned	Roaches	Weekly If needed	8:30 a.m.-4:30 p.m.	None

OHIO PENAL INDUSTRIES at PICKAWAY CORRECTIONAL INSTITUTION

BUILDING	AREAS	REPORT TO	ESCORT	MAJOR PEST PROBLEMS	FREQUENCY OF SERVICE	TIME OF SERVICE	SPECIAL REQUIREMENTS
OPI WAREHOUSE	All Work Areas All Offices	Manager	Officer Assigned	Roaches	Weekly If needed	8:30 a.m.-4:30 p.m.	None
BEVERAGE PROCESSING PLANT	All Work Areas All Offices Bathrooms Storage Areas Shipping and Packaging	Manager	Assigned Employee	Roaches, Flies	Weekly	8:30 a.m.-4:00 p.m.	Milk processing -- USDA approved chemicals
MEAT PROCESSING PLANT CENTER	All Work Areas All Offices Bathrooms Storage Areas Shipping and Packaging	Manager	Officer Employee	Roaches, Flies, mice	Weekly	7:30 a.m.-3:00 p.m.	Meat processing -- USDA approved chemicals

ALLEN/ OAKWOOD CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

Pest Control – control of common species of pests including but not be limited to rats, mice, bats, wasps, bees, yellow jackets, fleas, lice, bedbugs, ants, flies. The use of pesticide sprays will be limited to areas where there is a visible problem, such as wasps or hornet nests. Bait shall be used on the outside of all buildings for the control of ants. Contractor will provide ant bait stations for the control of ants between service calls.

II. SPECIAL REQUIREMENTS

The Contractor will supply at no additional cost, when needed, mechanical traps and room foggers. Upon request, the Contractors will leave minimal supply of glue boards, ant traps, and fly strips. These items will be used between service calls.

III. CONTRACTOR RESPONSIBILITIES

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

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

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

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

I. Areas of the Institution to be serviced Per Visit:

- (2) Administration – Building Offices and Hallways
- (2) Visiting Room
- (2) Receiving Building Offices and Hallways
- (2) Clinics – Medical and Mental Health
- (1) Building Entrance
- (2) Commissary
- (2) Package and receiving area
- (2) Food service areas to include dock and compactor area
- (2) Laundry/Quartermaster
- (2) Population Gym
- (1) Lawns and Grounds
- (2) Maintenance Offices
- (1) Warehouse
- (2) Health and Safety Offices
- (1) Garage
- (9) Housing Units
- (2) Education Offices and adjoining areas
- (1) Segregation
- (2) Chapel/Recovery Services
- (1) Security Office Areas

II. Areas to be serviced as needed:

- 1. Warehouse/Garage
- 2. (4) State Houses
- 3. (1) Training Complex and adjoining shops
- 4. (1) Powerhouse
- 5. OPI Area
- 6. Farm Office Area
- 7. Break Areas
- 8. Lock Shop and Armory

III. Areas to be serviced a minimum of once a month:

1. Visiting Areas
2. Receiving buildings/hallways/package room
3. Clinics
4. Pharmacy
5. Inmate Barbers
6. Population Gym Areas
7. Maintenance Offices
8. Health and Safety Offices
9. Warehouse
10. Education Building (Education, Library, OPI, and College)
11. Medical and Mental Health Building
12. Chapel/Recovery Service

IV. Areas to be serviced a minimum of twice a month:

1. All housing units and dormitories
2. Visiting
3. Segregation
4. Food service (offices, storerooms, inmate dining rooms, classroom, serving areas, and work areas).

The Contractor will provide at no extra cost, when needed, mechanical traps, glue boards, fly strips, room foggers at no extra charge.

Pest control services are to include all other buildings which may be constructed on Allen Correctional Institution or Oakwood Unit state property. Any area of the institution and Oakwood Unit will be serviced if a problem is noted or a work order that is submitted for service. Pest control services are to include all other buildings, state houses which may be constructed or exist on Allen Correctional Institution or the Oakwood Unit state property.

Northeast Reintegration Center

I. SCOPE OF SERVICE

Pest Control - control of common species of pests including but not be limited to rats, mice, bats, wasps, bees, yellow jackets, fleas, lice, bedbugs, ants, flies. The use of pesticide sprays will be limited to areas where there is a visible problem, such as wasps or hornet nests. Bait shall be used on the outside of all buildings for the control of ants. Contractor will provide ant bait stations for the control of ants between service calls.

II. SPECIAL REQUIREMENTS

The Contractor will supply at no addition 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.

III. CONTRACTOR RESPONSIBILITIES

Furnish materials and labor for pest control services at the Northeast Reintegration Center conducted at pre-arranged time at the following locations.

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 Northeast Reintegration Center conducted at pre-arranged time at the following locations:

I. Areas of the institution to be serviced Per Visit.

1. Administration - Building Offices and Hallways
2. Visiting Room
3. Receiving Building Offices & Hallways
4. Medical Building
5. Pharmacy
6. Commissary
7. Package and receiving area
8. Food service areas to include dock, compactor area and around the building
9. Laundry / Quarter Master
10. Inmate Cell-on Shop
11. Lawns & Grounds
12. Maintenance Offices
13. (8) Housing Units
14. Education Buildings and Offices
15. (8) Segregation units are in all housing units

II. Areas to be serviced as needed:

1. Food Service

III. Areas to be serviced a minimum of at least once a month:

1. Visiting Areas
2. Receiving buildings/hallways/Package room (M unit)
3. Medical Building (B unit)
4. Pharmacy (B unit)
5. Inmate Cell-on Shop
6. Maintenance Offices (D Building)
7. Health & Safety Offices
8. Education Building (E unit)
9. Mental Health Building (H unit)
10. Religious Service (K unit)
11. Recovery Service (J unit)

IV. Areas to be serviced a minimum of twice a month:

1. All Housing units (E,F,G,H,J,K,L,M)
2. Visiting

3. Segregation units are in the housing units
4. Food Service (offices, storerooms, staff dining room/roll call room, inmate dining rooms, serving areas and work areas).
5. Commissary (office, store rooms and service area).

The Contractor will provide at no extra cost, when needed, mechanical traps, glue boards, fly strips, room foggers at no extra charge.

Pest control services are to include all other buildings which may be constructed on Northeast Reintegration Center state property. Any area of the facility will be serviced if a problem is noted. Pest control services are to include all other buildings which may be constructed or exist on Northeast Reintegration Center state property.

NOBLE CORRECTIONAL INSTITUTION

I. SCOPE OF SERVICE

Pest Control - control of common species of pests including but not be limited to rats, mice, bats, wasps, bees, yellow jackets, fleas, lice, bedbugs, ants, flies. The use of pesticide sprays will be limited to areas where there is a visible problem, such as wasps or hornet nests. Bait shall be used on the outside of all buildings for the control of ants. Contractor will provide ant bait stations for the control of ants between service calls.

II. SPECIAL REQUIREMENTS

The Contractor will supply at no addition 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.

III. CONTRACTOR RESPONSIBILITIES

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

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 Noble Correctional Institution conducted at pre-arranged time at the following locations:

A. Areas of the institution to be serviced Per Visit:

1. Administration Building –Offices, Hallways
2. Visiting Room & Front Entry
3. Multi-Purpose Building - Offices, Hallways
4. Inmate Health Services
5. Segregation Unit
6. Commissary
7. Package and receiving area
8. Food service areas to include dock, compactor area and around the building
9. Laundry / Quartermaster Department
10. Maintenance Department
11. Housing Units
12. Recreation Building
13. Warehouse
14. Garage

B. Areas to be serviced as needed:

1. Food Service

C. Areas to be serviced a minimum of at least once a month:

1. Administration Building –Offices, Hallways
2. Visiting Room & Front Entry
3. Recreation Building
4. Segregation Unit
5. Multi-Purpose Building – Offices, Hallways
6. Inmate Health Services
7. Maintenance Department

D. Areas to be serviced a minimum of twice a month:

1. All Housing units
2. Segregation Unit
3. Visiting – Vending Area
4. Food Service (offices, storerooms, staff dining room/roll call room, inmate dining rooms, serving areas and work areas)
5. Commissary (office, store rooms and service area)
6. Package Room
7. Warehouse
8. Garage

The Contractor will provide at no extra cost, when needed, mechanical traps, glue boards, fly strips, room foggers at no extra charge.

Pest control services are to include all other buildings which may be constructed on Noble Correctional Institution state property. Any area of the facility will be serviced if a problem is noted. Pest control services are to include all other buildings which may be constructed or exist on Noble Correctional Institution state property.

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, 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 addition 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

FOR OFFICE USE ONLY:

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

**Purchase
Contract
Between the
Ohio Department of Rehabilitation and Correction
SMPL**

**And
SMPL**

THIS CONTRACT is made and entered into effective by and between the Ohio Department of Rehabilitation and Correction, SMPL (hereinafter collectively referred to as "Agency"), located at SAMPLE ADDRESS and SMPL (hereinafter referred to as "Contractor"), located at SAMPLE ADDRESS (hereinafter referred to as "Contract").

WHEREAS, Agency desires to engage Contractor to SAMPLE DESCRIPTION

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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

- 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:
N/A

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

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

If solicited, the solicitation (number XXXXXXSAMPLE) 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 SAMPLE CONTACT 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

- 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:
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.
- 4.6.2 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.
- 4.7 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

- 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

- 7.5 License number SAMPLE LICENSE OR N/A. 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, 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

- 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 venturers 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 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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

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.

SAMPLE OF PROPOSEL CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

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.

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

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 these 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 violating 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 2011-12K 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 material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

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

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

SAMPLE OF PROPOSED CONTRACT TERMS AND CONDITIONS FOR PEST CONTROL

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.

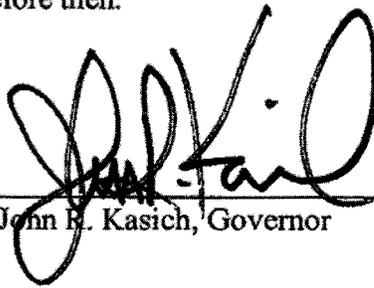
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

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

Attachment One: Buy America/Buy Ohio Certification

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

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

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

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

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

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

Yes (Go to B-1) No (Go to A-3)

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

_____	_____
(Country of Origin)	(Item)
_____	_____
(Country of Origin)	(Item)

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

B. Ohio Preference (Buy Ohio):

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

Yes (Go to C) No (Go to B-2)

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

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

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

Yes (Charter/Registration No: _____) No

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

www.state.oh.us/sos/

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

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

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

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: <http://www.governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

- 3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)