



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 1
ISSUED MARCH 18, 2022
to
BID INVITATION NO. 4406

**JANITORIAL SERVICES AT EIGHT (8) OHIO TURNPIKE AND INFRASTRUCTURE
COMMISSION MAINTENANCE NBUILDINGS**

OPENING DATE: 2:00 P.M. (EASTERN TIME), MARCH 22, 2022

ATTENTION OF BIDDERS IS DIRECTED TO:

**Additional Requirements regarding Expenditure of Public Funds for Offshore Services
under Executive Order 2019-12D and Executive Order 2022-02D**

ANSWERS TO QUESTIONS RECEIVED THROUGH 9:00 A.M. ON MARCH 18, 2022

Issued by the Ohio Turnpike and Infrastructure Commission through Aimee W. Lane, Esq., Director of
Contracts Administration.

Aimee W. Lane, Esq.
Director of Contracts Administration

March 18 2022

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ANSWERS TO QUESTIONS RECEIVED THROUGH 9:00 A.M. ON MARCH 18, 2022:

Q#1 Will there be a pre-bid site walk?

A#1 There will not be a formal pre-bid walk of the site(s). Per page 7-3 of the Bid Invitation:

INSPECTION OF FACILITIES:

In order to submit a responsive bid, each Bidder is advised to inspect a typical Section Maintenance Building and Division Maintenance Building prior to submitting a Bid to be assured as to the magnitude of the Agreement. Bidders may make arrangements to inspect facilities by contacting Bryan Emery, Maintenance Operations Engineer at (440) 971-2022.

END OF ADDENDUM NO. 1

PART 3

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** - Whenever in the Contract Documents the following terms, or pronouns in the place of them, are used, their respective meanings shall be as follows:

Addenda: Addenda are written interpretations or modifications of any of the Contract Documents issued by the Commission prior to the opening of Bids (See "Furnishing of Addenda").

Affidavit: The Affidavit is the sworn statement relating to non-interest and non-collusion required of each Bidder.

Approved Equal: Article, device, material, equipment or other item proposed by the Bidder and approved by the Chief Engineer or his designee as being equivalent to essential attributes of a specification in the Bid Invitation.

Bid: The Bid is the offer of the Bidder to furnish the materials or equipment, when made out and submitted on the prescribed Bid form, properly signed. A Bidder is a person or entity that submits a Bid.

Bid Guaranty: The Bid Guaranty, if required on the Notice to Bidders, is the security furnished by the Bidder as a guaranty that the Bidder will enter into the Contract with the Commission for the furnishing of the materials or equipment, if the Contract is awarded and will secure the performance of the Contract.

Chief Engineer: The Chief Engineer of the Ohio Turnpike and Infrastructure Commission or his designee.

Commission: The Ohio Turnpike and Infrastructure Commission or any authorized representative thereof.

Contract: The Contract is the written agreement between the parties. The Contract incorporates by reference all the Contract Documents. If the Contract is awarded by the issuance of a Purchase Order, the Purchase Order is the Contract.

Contract Documents: The Contract Documents include the following: Notice to Bidders; Instructions to Bidders; Bid Form Instructions; Completed Bid Form; Bid Schedule; Contractor's Affidavit; Bid Guaranty and Performance Bond if required; Performance Bond if required; General Terms and Conditions; Additional Terms; Specifications; Special Provisions, if any; Addenda, if any; Contract or Purchase Order (as applicable); Ethics Policy; Bidder's SBE Particularization Certification and Utilization Plan; Certificate for Domestic and Ohio Preference Form and Model System of Preferences; and any and

all supplemental agreements. The term Contract Documents sometimes refers to the unsigned forms of such Documents.

Contractor: A Person with whom the Commission has entered into a Contract for the Performance of work and/or delivery of goods or services in accordance with the Contract Documents.

Performance Bond: The Performance Bond, if required on the Notice to Bidders, is the bond furnished by the Contractor and its surety to the Commission, pursuant to Section 5537.07 of the Revised Code of Ohio, to provide assurance that the Contractor will completely perform the Contract according to its terms.

Standard: Items named in the Specifications or Special Provisions to denote kind, quality or performance requirement for the given item. All Bids shall satisfy the material attributes of the Standard.

2. **AWARD AND EXECUTION OF THE CONTRACT –**

A. Consideration of Bids: After the Bids are opened and read, the totals will be compared. Errors in extensions of unit prices or incomplete extensions thereof may result in the rejection of the Bid. Until the final award of the Contract, however, the right is reserved by the Commission to reject any and all Bids, to waive minor technicalities or minor irregularities, as may be deemed to be in the best interest of the Commission.

B. Award of Contract: The Award of the Contract, if any award be made, will be to the lowest responsive and responsible Bidder whose Bid complies with all the requirements prescribed, exclusive of minor technicalities or minor irregularities waived. Written Notice of Award, if any award is made, will be given within sixty (60) days after the opening of Bids.

C. Performance Bond: If the notice to Bidders required the submission of the Bid Guaranty/Performance Bond, but the Performance Bond was not submitted as a Combination Bid Guaranty/Performance Bond with the Selected Bidder's Bid, the Commission will send the Performance Bond Form to the Selected Bidder. The Selected Bidder must execute the Performance Bond with its surety and return the signed instrument to the Commission within ten (10) days. Thereafter, the Commission will issue the Purchase Order to the Selected Bidder. The bond shall be maintained by the Contractor until completion of the Contract. In the event of insolvency of the surety, the Contractor will forthwith obtain a bond with other surety satisfactory to the Commission.

The Selected Bidder's failure to furnish a Performance Bond within the time specified, shall be just cause for the revision of the selection and the forfeiture of the Bid Guaranty to the Commission, not as a penalty but as liquidated damages, and an award may then be

made to the lowest responsive and responsible among the remaining Bidders, or the Bids rejected, and the Invitation re-advertised as the Commission may decide in its sole discretion.

3. **CONTRACT TERMS AND CONDITIONS** - The following are general terms and conditions that will be in the Contract as awarded to the Contractor with the winning Bid. All the relevant Contract terms regarding the Product and/or any Services and duties to be provided by the Contractor, including fees and payment, shall be included in the Contract when the Contract is awarded, whether by Purchase Order or written Contract. By submitting a Bid, the Responding Contractor agrees to abide by the terms and conditions contained therein.

A. Date of Completion/Contract Term: Subject to the termination provisions contained herein and any specific beginning and end dates set forth in the Bid specifications, the term of the Contract shall be for a period commencing on the date of issuance of a Purchase Order from the Commission to the successful Bidder or date of the written Contract, and ending after final delivery (and, if called for, installation) of materials or equipment and/or rendition of services has taken place, final payment has been rendered under the Contract and the expiration of any warranty period. The Contractor shall complete the delivery of the materials and/or equipment or rendition of the services within the time or times specified in the Special Provisions.

B. Force Majeure and Extensions of Time: The Contractor shall have no liability to the Commission if it becomes unable to timely perform the agreed to services due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Contractor), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, terrorist acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond the Contractor's control whether or not similar to the foregoing. In the event of a force majeure situation, the latest delivery date shall be extended to a date, which is determined by the Commission to be equitable.

No extension of time will be granted for any delay due to the fault of the Contractor. No extension of time on account of delay due to unforeseen causes will be granted if written application therefor is not filed with the Procurement Manager on or before the termination date of the Contract.

C. Material, Equipment and Performance Warranty: The Contractor shall provide the materials and/or equipment and the rendition of any services contemplated under the Contract in a manner consistent with the standards of competent practice for that industry and/or profession. All materials and/or equipment provided shall meet the specifications of

the Commission, shall be free from any defects in material and workmanship, and shall be fit for the purpose of their intended use.

D. Assignment of Contract: The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Commission, which approval shall not be unreasonably withheld. Any approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract.

E. Payment of Invoice(s): Invoices received from the Contractor shall be verified for accuracy and invoices not in dispute (or any portion of a disputed invoice that is not in dispute) shall be paid by the Commission within thirty (30) days of their receipt. Invoices should be detailed as dictated in the Bid specifications and must set forth the exact nature of the goods and/or services provided, the date(s) of providing such goods and/or services and the individual(s) providing such goods and/or services (if applicable). Invoices must accompany a Certified Participation Report for each Subcontractor and Material Supplier with each Contractor Payment Request that is jointly produced by the Contractor and any Subcontractor(s) and Material Supplier(s) entitled to payment under the invoice, but may be consolidated and submitted as one (1) document with the Request, indicating the following the amount the amount invoiced to date on all Subcontract(s) and purchase orders and the amount paid to date on the Subcontract(s) and purchase order(s), plus any additional information required by the Commission's Office of Equity and Inclusion to fulfill its purpose.

F. Mediation: The Commission and the Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the Commission and the Contractor agree that if any controversy or dispute arises out of or relates to the Contract, or any breach of the Contract, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days of the date the controversy or dispute arises. The Commission and the Contractor shall attempt to mutually agree as to the provider of neutral mediation services, and shall share the costs of any mediation equally. In the event the parties cannot mutually agree to a neutral mediator, or the deadline prescribed herein is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation, or any other legal proceeding as is appropriate.

G. Non-Disclosure: The Contractor agrees that it will not disclose at any time during or after its work under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor may acquire with respect to the Contract or the Commission's operations, except as may be required by law, or a court of competent jurisdiction.

H. Drug-Free Workplace: The Contractor shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Commission requires enrollment of all Contractors in the State of Ohio Bureau of Workers Compensation “Drug Free Safety Program” or a program which is substantially similar.

I. Records Retention Audit and Inspection: The Contractor shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available for review and/or audit upon request by the Executive Director of the Commission, his representative, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later.

J. Compliance with Law: The Contractor agrees to comply with all applicable federal, state, and local laws, regulations, rules, orders and judicial rulings in its performance hereunder, including without limitation, the laws relating to the payment of wages, equal employment opportunity, campaign contributions, drug-free workplace, non-discrimination in employment, unemployment compensation, insurance premiums, workers' compensation premiums, workplace safety, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision of the Contract is in conflict with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Contractor nor its employees are construed as employees of the Commission for the purpose of the Public Employees Retirement System (“PERS”), Workers' Compensation, or for any other purpose.

K. Certification of Compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13: The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and any applicable provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and affirms that, as applicable, no principal of the Contractor nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.

L. Subcontractors: All work to be done by subcontractors utilized by the Contractor is subject to pre-approval by the Commission. All subcontractors selected by the Contractor

and approved by the Commission must comply with all the terms and conditions contained in the Contract.

M. Tax Exempt Status: The State of Ohio and the Commission are exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The Commission does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the Contractor. The Contractor must, however, comply with all statutes, rules and regulations governing federal, state and local income, sales and excise taxes.

N. Publicity: Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Commission.

O. Non-Exclusive Rights: Nothing in the Contract with the Contractor shall preclude the Commission or the State of Ohio from purchasing other goods and/or services similar to the goods and/or services provided for in the Contract.

P. Termination/Default: Subject to the force majeure provisions contained herein, if the Contractor fails to perform any material obligation under the Contract, or the Commission becomes dissatisfied with the Contractor's performance, the Commission shall notify the Contractor party immediately, in writing, of such failure or dissatisfaction. If the Contractor has not cured the failure to the reasonable satisfaction of the Commission within ten (10) days of said notice, then the Commission party may unilaterally terminate the Contract in full, upon written notice to the Contractor of such termination. The Commission may voluntarily terminate the Contract (or any Group or Item encompassed within a Contract award) at any time by giving fourteen (14) calendar days prior written notice to the Contractor. If the Commission terminates the Contract pursuant to this Section and/or the force majeure provision(s) contained therein, the Contractor shall be paid its fees for any undisputed benefits provided up to the dismissal date. The Contractor shall not be relieved of liability to the Commission for damages sustained by virtue of any breach of the Contract by the Contractor. The Commission may withhold or require to be withheld any payment to the Contractor for the purpose of a setoff until such time as the exact amount of damages due the Commission is agreed upon or is otherwise determined.

Q. Risk of Loss or Damage: All shipments are to be F.O.B. destination unless otherwise noted. The Contractor shall bear all risk of loss or damage to any Products sent to the designated Commission facility or other location from the date of shipment until delivery and installation (if applicable). In the event materials are lost or damaged prior to delivery, the Contractor shall immediately cause the lost or damaged materials to be replaced in a timely manner at no cost to the Commission.

R. Bonds and Insurance: If a Performance Bond is required under the Notice to Bidders, the Bidders must submit the Bid Guaranty with its Bid and provide the

Performance Bond required by the Bidding Documents if selected for award which shall incorporate the Contract. The Bidders must provide evidence that it carries the required Comprehensive Liability Insurance Policies (if exact amounts of insurance coverage are required by the Bid Specifications, then certificates of Insurance must be provided evidencing the required amounts and types of coverage). Insurance coverage shall remain in full force and effect through the duration of the Contract.

S. Indemnification:

i. General. The Contractor hereby expressly agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, Deputy Directors, officers, agents, representatives, and employees (the “Indemnified Parties”) from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys’ fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

- a) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent contractors or subcontractors (or subcontractors or independent contractors thereof), or any other person or party for which the Contractor is legally liable, and
- b) is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, or the injury to or damage, destruction, or loss of use of property.

ii. **Intellectual Property.** The Contractor hereby expressly agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Indemnified Parties from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys’ fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

- a) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent contractors or subcontractors, (or subcontractors or independent contractors thereof), or any other person or party for which the Contractor is legally liable, and
- b) is attributable in any manner and to any extent to any claimed infringement of any copyright, patent, intellectual property right, or other intangible property right. The Contractor shall not be required to defend, indemnify, or hold harmless the Indemnified Parties when the claimed infringement occurs in materials provided to the Contractor by the Commission.

iii. Conditions. The provisions of this Section S, Indemnification, shall survive the expiration or termination of this Agreement. Should the Commission elect to have the Contractor defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor to reimburse the Commission for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. This Section S, Indemnification, is intended to be, and shall be construed as consistent with, and not in conflict with Ohio Revised Code Section 2305.31. Between the parties for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The obligations of the Contractor hereunder shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.

T. Governing Law: The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance hereunder shall be brought only in the courts of the State of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

U. Incorporations by Reference: The Bidding Documents (including these Terms and Conditions) issued by the Commission and the Contractor's Response to the Invitation to Bid, dated on or before the actual Bid Opening date, shall become a part of the Contract Documents, as shall any Bid guaranty, Performance Bond and insurance Documents. All Contract Documents shall be incorporated by reference, and shall be considered to be a part of the Contract as if fully rewritten therein. Should any conflict arise between the Bidding Documents and the Contractor's Bid, the Bidding Documents shall supersede, unless the parties have mutually agreed otherwise.

V. **Merger and Severability:** The Contract contains the entire agreement and understanding between the parties with respect to the subject matter therein. The Contract shall not be modified, amended, nor any part waived, without a fully executed amendment to the agreement, signed by the party against whom such change is sought to be enforced. If a court of competent jurisdiction determines any portion of the Contract to be invalid, such portion only shall be severed and the remaining portions of the Contract shall remain in effect.

W. **Change Order Procedure:** Unless otherwise specifically stated herein, in the event the Commission finds it necessary to modify either the goods or services required in this Invitation, a written change order shall be issued by the Commission, which must be signed and agreed upon by the successful Contractor. If applicable, with any approved Change Order the Commission may also require that the amount of the performance bond be adjusted accordingly.

X. **Nondiscrimination.** During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no Person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, military status as defined in section 4112.01 of the Revised Code, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates. The Contractor further agrees that no Contractor or Subcontractor, and no Person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, military status as defined in section 4112.01 of the Revised Code, or color. The Contractor agrees that the Contractor will fully cooperate with any official or agency of the Commission or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or responsible for further Commission Contracts or such other sanctions as provided by law.

Y. **Wages and Hours.** If applicable, the Contractor and any subcontractors shall pay the prevailing wage rates of the locality, as determined by the Ohio Department of Commerce, Division of Labor & Worker Safety, Wage and Hour Bureau, to laborers and mechanics performing Work on the Project. The prevailing rates of wages are provided published on the Internet by the Division of Labor & Worker Safety, Wage and Hour Bureau and Hour portal at <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>, which are

incorporated by reference as if fully reproduced and attached to the Contract Documents. The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC. The Commission shall, within seven (7) business days after receipt of a notice of change in prevailing wage rates, notify the Contractor of the change. The Contractor shall make the necessary adjustment in the prevailing wage rates and pay any wage increase during the term of the Contract.

- a) Within ten (10) days of the date of the Notice to Proceed, the Contractor shall provide to the Commission (Attention: Contracts) a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.
- b) On the occasion of the first pay date for work performed on the project, the Contractor and Subcontractor shall furnish each employee, not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor, with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the Commission's prevailing wage coordinator. The Contractor and Subcontractors shall furnish the same notification to each affected employee every time the job classification of the employee is changed.
- c) The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and the wage rates shown are not less than those required by the Contract. The Contractor shall be responsible for submitting all payroll reports of the Contractor's Subcontractors.
 - i. The payroll report shall indicate the period covered and shall list the name, address and social security number of each employee of the Contractor and the Contractor's Subcontractors paid for the Work.
 - ii. The payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits and all deductions from wages and net pay.
 - iii. For each fringe benefit listed in the payroll report, the report shall also indicate if it is paid as cash to the employee or to a named plan.

- iv. For each employee, the payroll report shall list the employee's gender and ethnicity, classified as Black, Hispanic, Asian Pacific Islanders, American Indians/Alaskan Native or non-minority.
- v. The Contractor and the Contractor's Subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the Project.

Z. AFFIRMATIONS REGARDING EXPENDITURE OF PUBLIC FUNDS OFFSHORE

i. Executive Order 2019-12D - Governing the Expenditure of Public Funds for Offshore Services - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES.

- a) This Executive Order was signed on March 4, 2019, and will automatically expire ten (10) calendar days after Governor DeWine's last day as Governor of Ohio unless rescinded before then.
- b) The Commission shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, the Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

ii. Executive Order 2022-02D - State of Ohio's Response to Russia's Unjust War on the Country of Ukraine - PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES.

- a) This Executive Order was issued on March 3, 2022, and will remain in effect unless rescinded or modified by a future Executive Order of the Governor.
- b) The Commission will not enter into any contract to purchase services provided outside of the United States or that allows Commission data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid for services

the Contractor performs outside of the United States for which it did not receive a waiver. The Commission will not waive any other rights and remedies provided to the State or Commission in a Contract.

- c) The Commission will not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of a Contract, the Commission reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.
- d) The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of the Contract, if any award is made, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

PART 5

BID FORM INSTRUCTIONS

Bids are solicited herein, for the furnishing of janitorial services at eight (8) maintenance buildings located on the Ohio Turnpike in strict compliance with the requirements of the Specifications and the other Contract Documents.

The Bid Form contains eight (8) Items. Prospective Bidders may submit a Bid in response to one (1) or more Items. The Commission reserves the right to award separate Contracts for each Item to the Bidder determined to be the lowest responsive and responsible therefor. If the Bidder is determined to have submitted the lowest responsive and responsible Bid for more than one (1) Item, the Contract will encompass all such Items in a single Contract.

The Commission reserves the right to reject all Bids and to waive minor technical defects or irregularities.

Bidders are to complete all of the following forms attached hereto and submit them with their Bids.

- 1) Bid Form.
- 2) Bid Schedule of prices.
- 3) Signed and notarized Bidders Non-Collusion Affidavit.
- 4) Proof of Insurance coverage required under the Special Provisions.
- 5) Combination Bid/Guaranty Performance Bond or certified check, cashier's check or letter of credit as Bid security (if specified on the Notice to Bidders).
- 6) Small Business Enterprise Participation Certification and Plan Utilization. (Part 11, Pages 1-3 - Complete regardless whether goal is waived or estimated).
- 7) Good Faith Efforts Demonstration (only if SBE Certification and Plan fail to document commitment to achieve goal identified on the Notice to Bidders; if goal is waived, Bidders do not need to complete these forms, Part 11, Pages 6-8).
- 8) Completed and signed Certificate for Domestic and Ohio Preference Form. (If furnishing goods, materials or other supplies to the Commission).
- 9) Submit a Recruitment, Retention and Compensation Plan describing Bidder's hiring and retention policies and practices which shall include: (1) the rate paid to employees based on job classification and the basis of such rate (e.g. Bureau of Labor Statistics or other similar source); and (2) policies and practices for attracting, hiring, and retaining individuals with disabilities. Please note that this information will not be used for evaluating bids. Additionally, the Selected Bidder must provide payroll records for all staff assigned to the Contract prior to commencing services.

- 10) Completed and Signed Affirmation and Disclosure Form (Executive Order 2019-12D) Governing the Expenditure of Public Funds on Offshore Services.**
- 11) Completed and Signed Affirmation and Disclosure Form (Executive Order 2022-02D) State of Ohio's Response to Russia's Unjust War on the Country of Ukraine.**

In determining whether a Bidder is responsible, factors to be considered include without limitation:

- Preferences required by law, where applicable;
- The experience of the Bidder, including without limitation experience in timely providing quality services, materials and/or goods within Contract price and schedule and change order, claim, dispute resolution and litigation experience;
- The financial condition of the Bidder;
- The conduct and performance of the Bidder on previous Contracts with the Commission and other Persons, which shall include without limitation compliance with federal, state and local criminal and civil laws and regulations, particularly debarment and suspension processes, Equal Employment Opportunity, applicable Administrative Rules, OSHA regulations and Prevailing Wage Laws, capacity to resolve issues in a timely, businesslike and cost-effective manner and the provision of qualified personnel until completion of the Contract;
- The facilities of the Bidder;
- The management skills of the Bidder including without limitation quality of supervision of employees, Subcontractors and relations with Material Suppliers, and other similar persons;
- The ability of the Bidder to execute the Contract properly including without, limitation, the particular tasks involved;
- The effort made to comply with the Commission's desire to transact business with minority and other disadvantaged businesses; and
- The commitment or Good Faith Efforts to achieve the SBE goal identified on the Notice to Bidders.