

State of Ohio
Department of Rehabilitation & Correction
4545 Fisher Road, Suite D, Columbus, OH 43228

Contract No. 403-23-3212B	Fund GRF	Account 510065	ALI 506321	Dept. DRC240110	Program 5170I
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CONTRACT

SECTION I: CONTRACT PARTIES

This Contract is entered into between the Ohio Department of Rehabilitation and Correction (Agency) and the named Independent Contractor (Contractor):

Name of Institution, Division, or Office: Ohio Central School System		
Agency Contact: Ryan Bacon or Robin Long		
Address: 4545 Fisher Road, Suite D		
City: Columbus	State: OH	Zip: 43228

Supplier ID No. (OAKS NO.): 0000068399		
Name of Independent Contractor: Pioneer Career & Technology		
Address: 27 Ryan Road, PO BOX 309		
City: Shelby	State: OH	Zip: 44875

SECTION II: EFFECTIVE DATES

The term of this Contract shall commence on 1st day of May, 2023, (month, year) as agreed by the parties, or upon the date of approval of the Controlling Board if such approval is required, subject to Termination in accordance with SECTION V. This Contract shall continue in full force and effect until the earliest of the 30th day of June 2023 (month, year) 2) the Contract is fully performed by both parties, or 3) the Contract is canceled or terminated.

Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and upon mutual agreement of the parties at a rate to be negotiated prior to the agreed extension for 2 additional years. (months/year) terms prior to expiration of the Contract. Agency shall notify the Contractor if the Agency decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

Contractor agrees to perform the services or render the supplies as specified in SECTION III of this Contract, subject to the Terms and Conditions of SECTION IV.

SECTION III: SERVICES OR SUPPLIES

The Contractor agrees that invoicing for the services/supplies specified under this Contract shall not exceed \$20,000.00 for FY 23.

Contractor shall provide the following services/supplies as listed as listed below and, when applicable, as described in solicitation for services/supplies and such response or the Request for Proposal and Bidder's Response, including all attachments which shall be attached hereto and incorporated herein. (List all services/supplies to be rendered; if more room is needed, reference below the attached solicitation continuation page and attach such page):

Contractor will implement Career Training Program at Mansfield and Grafton Correctional Institutions in Welding for incarcerated individuals to be eligible to earn an American Welding Society certification, as requested in solicitation DRCP-23-3212, and per the vendor response.

SECTION IV: TERMS AND CONDITIONS

A. INSTITUTIONAL SECURITY REQUIREMENTS. Due to institutional security requirements, available hours to perform services or render supplies may be limited. The Contractor and Agency staff will negotiate a mutually agreeable schedule to provide services/render supplies. The Contractor recognizes the security requirements for entering a correctional institution and acknowledges receipt of the "Standards of Conduct for Contractors". By signing this Contract, the Contractor agrees to comply with these standards and with safety rules and procedures.

B. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the Agency or the State of Ohio. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the Agency or the State of Ohio to any public employee retirement system.

Contractor acknowledges and agrees any individual providing services or rendering supplies under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services or rendering supplies under the Contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement form.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this Contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in Section 145.037 of the Ohio Revised Code.

C. CONTRACTOR TRAINING: If applicable, Agency shall provide Contractor the necessary orientation and a copy of the relevant Agency's policies and procedures by which Contractor is expected to abide while on Agency premises.

D. APPROPRIATION OF FUNDS. The Agency's funds and validity of this Contract are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the Agency under this Contract, the Agency will be released from its obligations on the date funding expires. If appropriations are approved, the Agency may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the Agency are subject to Section 126.07 of the Ohio Revised Code.

E. CONFLICT OF INTEREST/ETHICS. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

F. AMENDMENTS. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. Notwithstanding the foregoing, the Agency may reduce nonmaterial changes to writing and provide notice to the Contractor.

G. WAIVER. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

H. COMPLIANCE WITH LAW. The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract. This shall include maintaining all business permits and licenses of any kind necessary to its business or to this contract. Contractor's failure to maintain required licensure is a breach of Contract.

I. REGISTRATION WITH THE SECRETARY OF STATE. Contractor certifies that it is either: **1.** A company that is properly registered with the Ohio Secretary of State; or **2.** A foreign corporation not incorporated under the laws of the State of Ohio but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or **c.** Exempt from registration requirements of the Ohio Secretary of State.

J. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders. Before a Contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the Ohio Department of Development, Minority Business Development Division.

- K. RIGHTS IN DATA.** 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. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.
- L. INVOICE REQUIREMENTS.** The Contractor or dealer, authorized to submit invoices, must submit an original invoice to the office designated in the purchase order. The Contractor will only be compensated for the Deliverables accepted by the Agency. To be a proper invoice, the invoice must include the following: **1.** The purchase order number authorizing the delivery of supplies or services; **2.** Agency Contract Number (if used); **3.** Agency Name; **4.** Agency Billing Address; **5.** Delivery location of supplies or services; **6.** Contractor Name; **7.** Contractor Address; **8.** Contractor's Unique Invoice Number; **9.** Date that services were provided or that supplies were delivered; **10.** Itemization of supplies or services provided, including cost; **11.** For leases, the invoice must also include the payment number (e.g., 1 of 36); **12.** For time and material Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and; **13.** Clear statement of total payment expected.
- M. PAYMENT DUE DATE AND PROCESS.** In accordance with Section 126.30 of the Ohio Revised Code payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the Agency will be considered the date payment is made. Payment of an invoice by the Agency will not prejudice the Agency's right to object to or question that or any other invoice or matter in relation thereto. The Agency's preferred method of payment is by electronic funds transfer. However, the Ordering Agency may also make payment by State of Ohio payment card or by warrant issued by the Auditor of State. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and Agency.
- N. GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that: **1.** The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect. **2.** No Deliverable will infringe on the intellectual property rights of any third party. **3.** All warranties are in accordance with the Contractor's standard business practices. **4.** The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings. **5.** The Deliverables comply with all governmental, environmental and safety standards. **6.** The Contractor has the right to enter into this Contract. **7.** The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract. **8.** The Contractor will observe and abide by all applicable laws and regulations, including those of the Agency regarding conduct on any premises under the State of Ohio's control. **9.** The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the Agency. **10.** The Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to the Agency. 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 in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the Agency and the State of Ohio for any direct damages and claims by third parties based on breach of these warranties. Any other express warranties offered by the Contractor shall be a minimum of one year or the Contractor's standard warranty whichever is longer.
- O. ~~INDEMNITY.~~** ~~The Contractor shall indemnify the Agency for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including, but not limited to, bodily injury to any person (including injury resulting in death) or damage to property, that may arise out of, or are related to, the Contractor's performance under this Contract, providing such is due to the negligence or other tortious conduct of the Contractor, the Contractor's employees, agents, or subcontractors. The Contractor must also indemnify the Agency against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the Agency's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the Agency has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions: 1. Modify the Deliverable so that the Deliverable is no longer infringing; 2. Replace the Deliverable with an equivalent or better item; 3. Acquire the right for the Agency to use the infringing Deliverable as intended; or 4. Remove the infringing Deliverable and refund the fee the Agency paid for such Deliverable and any other affected Deliverable.~~
- P.** The Agency agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Ohio Attorney General.
- Q. CONTRACT REMEDIES.** **1. Actual Damages.** The Contractor is liable to the Agency for all actual and direct damages caused by the Contractor's default. The Agency may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor. The Agency may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by the Contractor's default.; **2. Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the Agency may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default

is not cured by the Contractor; **3. Deduction of Damages from Contract Price.** The Agency may withhold payment and deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor's compensation still due on the Contract; **4. Suspension of Contracting Rights.** Any Contractor that fails to perform on a contract may be held liable for damages incurred by Agency. In addition, a Contractor who breaches a contract or fails to perform on a contract may be precluded from being awarded any subsequent contract for the same or similar service for up to two (2) years after the termination of this contract, for cause, by Agency; **5. Limitation of Liability.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Contract, the parties agree as follows: (a) Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages. (b) The Contractor further agrees that the Contractor shall be liable for all direct damages due to the fault or negligence of the Contractor.

- R. WORKERS' COMPENSATION.** Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done, shall be maintained. Contractor shall furnish proof of coverage by providing a copy of their Ohio Bureau of Workers' Compensation certificate. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- S. AUTOMOBILE AND GENERAL LIABILITY INSURANCE.** During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the Ohio Department of Rehabilitation as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The Agency reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.
- T. TAXES.** Pursuant to Section 5739.02 of the Ohio Revised Code, the Agency is exempt from sales tax.
- U. TRAVEL.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The Agency will pay for any additional travel that it requests only with prior written approval. The Agency will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.
- V. CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by the Contractor as a result of this Contract, without the written permission of the Agency. The Contractor must assume that all Agency information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.
- W. FORCE MAJEURE.** 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. 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. In order to exercise this clause, the party must provide prompt written notice of the alleged event and detail the proposed remedy or revised performance date.
- X. DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on Agency property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- Y. ELECTIONS LAW.** Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- Z. ASSIGNMENT / DELEGATION.** The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the Agency. Any assignment or delegation not consented to may be deemed void by the Agency.
- AA. SEVERABILITY.** If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- BB. SUBCONTRACTING.** The Agency recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Contract after award without written approval from the Agency. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor

shall amend its list of subcontractors and request written approval from the Agency. The Agency reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third-party manufacturer work performed under the Contract. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.

CC.SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, warranties and limitations on damages shall survive the termination of this Contract.

DD.GOVERNING LAW. This Contract 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.

EE. NOTICES. For any notice under this Contract to be effective the notice must be made in writing and delivered to the appropriate contact provided in the Contract.

FF. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY AND DEBARMENT. The Contractor warrants that it is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code or debarred from consideration for contract awards by any governmental agency. If either warranty is false on the date the parties signed this Contract, the Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.

GG. ORDER OF PRIORITY. Unless otherwise stated elsewhere in this Contract, if there is any inconsistency or conflict between this Contract and any provision incorporated by reference by the Contractor or any exhibit hereto, this Contract shall prevail.

HH. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION. The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract are presumptively deemed public records. The Contractor understands that these records will be made freely available to the public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Agency or the State of Ohio to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

II. DATA AND IT SAFETY & SECURITY. When using or possessing Agency data or accessing Agency networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable Agency rules, policies, and regulations regarding Agency-provided IT resources, data security and integrity. When on any property owned or controlled by the Agency, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

JJ. PRISON RAPE ELIMINATION ACT (PREA). If this Contract is for residential services, the contractor shall comply with all Federal PREA standards per the National PREA Resource Center.

KK. BACKGROUND CHECKS. A Background check (LEADS) shall be completed on any individual contractor and may be conducted on anyone coming into a correctional facility to provide supplies or services, prior to the contracted services being performed. Information obtained from the background check shall be used to determine whether a contract may be awarded.

LL. EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES. The Contractor affirms it has read, understands, and agrees to abide by Executive Order 2019-12D and affirms no services pursuant to this Contract will be provided from outside of the United States to include services of subcontractors in performance of this Contract. Notwithstanding any other terms of this Contract, the Agency 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 Agency does not waive any other rights and remedies provided the Agency in the Contract. During the performance of this Contract, the Contractor agrees to: **1.** disclose the location(s) where all services will be performed by any contractor or subcontractor; **2.** disclose the locations(s) where any Agency data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored; **3.** disclose any shift in the location of any services being provided by the contractor or any subcontractor; and **4.** disclose the principal location of business for the contractor and all subcontractors who are supplying services to the Agency under the Contract.

SECTION V: TERMINATION

A. This Contract may be terminated before its expiration date in any of the following manners: 1. by the parties upon mutual written agreement; 2. by Agency with 30-day written notice without cause; 3. by either party with written notice of performance failure; or 4. by Agency without notice if the Contractor, subcontractor and/or any individuals employed by the Contractor violates the law or otherwise compromises the security and safety of the work site.

The Agency, 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 Agency may buy substitute services/supplies from a third party and recover from the Contractor any costs associated with acquiring those substitute services/supplies.

- B.** Notwithstanding the Agency permitting a period of time to cure the breach or the Contractor's cure of the breach, the Agency does not waive any of its rights and remedies provided the Agency in this Contract, costs associated with corrective action, or liquidated damages.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the dates indicated below.

INDEPENDENT CONTRACTOR:

Signature of Independent Contractor:	
Printed Name of Independent Contractor / Position Title:	Date:

AGENCY:

(If under \$2,500.00) Deputy Director, Administration:	Date:
If \$2,500.00 or greater) Director, Ohio Department of Rehabilitation and Correction:	Date:



MIKE DEWINE
GOVERNOR
STATE OF OHIO

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans; and

WHEREAS, the use of public funds for services provided outside the United States potentially undermines economic development; and

WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

NOW THEREFORE, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and 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 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 continue to maintain procedures to ensure all of the following:
 - a. All agency procurement 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.

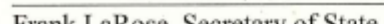
3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose 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 the 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, directives, 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 to attract jobs and business to 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.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:


Frank LaRose, Secretary of State





MIKE DEWINE
GOVERNOR
STATE OF OHIO

Executive Order 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

WHEREAS, under President Vladimir Putin, the Russian forces are waging a war against the Ukrainian people, indiscriminately killing innocent civilians, destroying homes and communities, and creating a refugee crisis in Europe; and

WHEREAS, the Ukrainian people, under the leadership of President Volodymyr Zelenskyy, have shown enormous resolve and incredible courage in the face of this attack by Russia; and

WHEREAS, the State of Ohio is home to approximately 80,000 Ukrainians, both immigrants and their descendants – many of whom still have family in Ukraine; and

WHEREAS, the State of Ohio and Ukraine share common values including freedom, democracy, and the rule of law; and

WHEREAS, the State of Ohio stands firmly with Ukraine and strongly condemns Russia's actions; and

WHEREAS, the State of Ohio supports the federal sanctions imposed against Russia in response to its senseless attack on the Ukrainian people; and

WHEREAS, the State of Ohio will not permit its own investment or purchasing activity to aid Russia in violation of the rights of the Ukrainian people; and

WHEREAS, the State of Ohio supports the domestic production of technology and energy, which are essential to the United States' national security, so that freedom is not threatened by hostile foreign actors, and the State of Ohio encourages the federal government to do the same.

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

- All State agencies, boards and commissions, state educational institutions, and pension funds, to the extent practicable:

1. Divest their money in assets from any investment in any Russian institution or company and to refrain from making any investments in such institutions or companies in the future; and
 2. To terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.
- The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall ensure all of the following:
 1. All agency procurement officers (APOs), or the person with equivalent duties at each executive agency, board, or commission shall have standard language in all contracts, to the extent practicable, which:
 - i. Reflect this Order's prohibition on the purchases of services from or investments in Russian institutions or companies.
 - ii. Require service providers or prospective service providers to:
 - a. Affirm that they understand and will abide by the requirements of this Order; and
 - b. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts.
 2. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of Russian institutions or companies' services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
 - ii. Any such proposal for purchases of services from or investments in Russian institutions or companies will not be considered.
 3. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 4. All APOs have adequate training which addresses the terms of this Order.
 5. For purposes of this Order, "Company" means a sole proprietorship, partnership, corporation, national association, société anonyme, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit.

Nothing in this Order is intended to contradict any State or federal law.

This order shall be read in conjunction with Executive Order 2019-12D "Governing the Expenditure of Public Funds for Offshore Services" which already largely prohibits the contracting and purchasing of services from overseas sources including subcontractors.

I signed this Executive Order on March 3, 2022, in Columbus, Ohio, and it shall remain in effect unless rescinded or modified by a future Executive Order of the Governor.


Mike DeWine, Governor

ATTEST:


Frank LaRose, Secretary of State



Filed on March 3, 2022
Per H. Atwood - Jr.
In the Office of the Secretary
of State at Columbus, OH
FRANK LaROSE
Secretary of State