Invitation to Bid
ODRC – Pick-up Trucks K-9 Unit
DRC270110

Opening Date: 11/6/2026
Mandatory site Visit N/A
Send Quote Via OhioBuys

Background. The Ohio Department of Rehabilitation & Corrections (ODRC), as established under House Bill 494, with responsibilities defined in Ohio Revised Code 5120, oversees the supervision of over 44,900 offenders in Ohio at 28 state prisons, which include 3 prisons operating as private prisons, contracted to the agency. The institutions vary in level of security and include corrections reception centers, correctional camps, and pre-release centers. The mission of ODRC is to reduce recidivism among those we touch. The values of the agency are aligned to support the mission of the agency. The values of the agency are as follows: (1) Take care of our staff; they will transform our incarcerated population, (2) One team-one purpose, (3) Civility towards all, and (4) Hope is job one.

Summary: ODRC, Correctional Industries Division, is seeking to contract with a qualified vendor to provide **(3) 2026 Chevrolet Silverado 1500 6,400 LB 4WD Crew Cab Short Bed 1/2 ton for Immediate Delivery**. The Ohio Department of Rehabilitation and Corrections central office is located at 1800 Harmon Ave, Columbus, Ohio 43223. **The box trucks will be delivered to 4545 Fisher Road, Columbus, Ohio 43228**

Delivery of vehicles is immediate.

Offeror Requirements

Vehicle Requirements

- **2026 Chevrolet Silverado 1500 6,400 LB Crew Cab Short Bed ITEM#19AT, Pickup Full Size 6,400 LB 4WD Crew Cab Short Bed, Chevrolet MY2026 Silverado 1500CK10543**
- **All-Terrain Tires**
- **Backup Alarm**
- **Bed Liner**
- **Tow Hitch/7-Pin Receptacle / Brake Controller**
- **7-Pin Trailer Receptacle Wiring**
- **Color Choice**

Contact Information

Richard Clark
Program Administrator
Ohio Department of Rehabilitation and Correction
Columbus, OH

614.969.9423

Note: Job is configured as a flat rate for both materials and labor. Provide all costs related to completing the project, including shipping and travel. Total bid is all-inclusive.

Provide a separate itemized listing of all proposed materials.

Payment Terms are Net 30.

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.

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.

P. 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.

Q. 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.

R. 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.

S. TAXES. Pursuant to Section 5739.02 of the Ohio Revised Code, the Agency is exempt from sales tax.

T. 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.

U. 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.

V. 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; restrain 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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 violate~~s~~ the law or otherwise compromise~~s~~ 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.