

Invitation No.: 252-22

Location: Central Office

Commodity: AV Accessible Vans

Multiple Award

Pricing: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/252pricing.xlsx>

## INVITATION TO BID (ITB)

State of Ohio, Department of Transportation  
Office of Contract Sales, Purchasing Services  
Jack Marchbanks, Ph. D., Director

**Bid Submission Deadline (Bid Opening Date):**  
May 12, 2021 at 1:00 p.m. eastern time

Submitted by:

Company Name: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Physical/Mailing Address:	Remit to Payment Address:
Street Address:	
P.O. Box:	
City:	
St:	
Zip:	
<b>Contact Person and Phone Number:</b> (authorized to answer questions about your company's bid)	
<b>E-Mail Address (required):</b> (person who filled out bid)	
<b>E-Mail Address (required):</b> (for notification of future bid opportunities)	

Telephone Number	800 Number	Fax Number

**Return Properly Marked, Complete Bid Packages To:**

[contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov) - Paper bids will **NOT** be accepted.

**VENDORS MUST SUBMIT ANY QUESTIONS, CLARIFICATIONS, OR INQUIRIES REGARDING THIS PROCUREMENT  
VIA THE FOLLOWING WEBSITE:**

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx>

# **Attachments to be submitted in the emailed bid response:**

Completed Front Page (Separate Attachment)

Completed Signature Page (Separate Attachment)

Completed Excel Pricing Page (Separate Attachment)

Anything Else You wish to Submit (Separate Attachments)

Send multiple emails, as needed, to complete your submission to [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov) - Paper bids will NOT be accepted.

## **Zip files CANNOT be sent.**

## **ITB 252-22 Accessible Vans (AV)**

### **REQUIREMENTS/SPECIFICATIONS**

#### **Section 1: Intent**

The purpose of this invitation is to establish pricing for Accessible Vans to be used as transit vehicles specified herein to be used in conjunction with the Federal Transit Administration Section 5307, 5310 or 5311 Programs. The vehicles are intended to be used for public transportation or the transportation of seniors and/or individuals with disabilities.

As a result of the ITB, vehicles will be purchased by either the State of Ohio, Department of Transportation, on behalf of various organizations throughout the State of Ohio or by political subdivisions and subsequently placed into use by the receiving agencies.

The vehicle shall be the latest current model vehicle, incorporating the latest engineering changes. All parts shall be new.

Throughout this document, the terms "ODOT", "Department", "political subdivision", "local agency", "recipient" and the like are used interchangeably.

#### **Quantity**

Quantities listed are submitted as a guide. It is understood and agreed that neither the State nor other parties to this contract shall be obligated to purchase any set number of vehicles. Over the past two-year contract period, the number of vehicles purchased by ODOT for its federal program subrecipients equaled 37 for all AV vehicle types, combined. Political subdivisions of Ohio are able to purchase off of these contracts as well and may increase the number of vehicles purchased from the selected vendors. The actual number will be based upon the overall program cost and the availability of local and federal funds.

#### **Section 2: Bid Evaluation and Award**

Each bidding vendor is permitted to submit one (1) bid. Award of this Invitation to Bid will be made to the three (3) lowest responsive and responsible bidders for the Accessible Van (AV) meeting or exceeding the equipment specifications specified herein.

The Department reserves the right to request any additional information it deems necessary from the apparent low bidder(s) to determine bid responsiveness or bidder responsibility prior to awarding this invitation to bid. The Department will not allow a bidder's failure to submit all requested information within the prescribed timeframe to delay the award of this bid.

The signature of Authorized Representative on bid proposal signifies his or her agreement and understanding that the award will be made based on Total Base Price of required items. Optional items must be included but are not considered for award. Award will be to the lowest three (3) responsive and responsible bidder meeting or exceeding all specifications requirements. All vehicles must meet FTA Buy America requirements.

#### **Section 3: Contract Duration**

This contract shall be effective from **July 1, 2021** through **June 30, 2023**. The contract(s) established under this ITB shall have the option for one (1) one-year extension. A one-year extension shall be enacted upon the mutual agreement of ODOT and the contractor(s). ODOT shall initiate this process with a decision made to exercise the extension option no later than 90 days prior to the end of the contract. The contract extension option will not extend beyond June 30, 2024.

**Section 4: Free on Board (F.O.B.) Destination**

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to the recipient whose name and address appears on the purchase order(s). No vehicles will be delivered to ODOT unless specifically noted.

**Section 5.1: Optional Pre-Bid Meeting**

A pre-bid virtual meeting will be held for this Invitation to Bid on April 28, 2021 at 1:00pm EDT. Any interested bidders wishing to attend must contact [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov) for further details on the virtual meeting. All questions should be sent directly to ODOT Office of Contracts.

**Section 5.2: Bid Opening**

Submissions for this Invitation to Bid will be received until **1:00PM Eastern time on May 12, 2021**, via email at [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov). An in-person bid opening has been deferred due to COVID-19 social distancing restrictions. The bids received shall be opened and the results of the opening shall be publicly available on the ODOT Office of Transit's website.

**Section 5.3: Post Award Meeting**

After award of the contract, prior to commencement of any activity by the successful bidder, a post-award meeting addressing such topics as delivery schedule, method of construction, title work, payment of invoices, etc., may be scheduled. The post award meeting may be scheduled in ODOT facilities in Columbus, Ohio or as a conference call originating from ODOT telephone equipment. In either case, ODOT will contact the bidder prior to commencement of any activity in order to arrange the details of the meeting/conference call. ODOT foresees the costs of the post award meeting to be minimal and may be incorporated into the base vehicle.

**Section 6: Inspection of Vehicle**

ODOT and/or any political subdivision receiving a vehicle reserve the right to inspect any and all vehicles and ancillary equipment being furnished by the successful bidder (Vendor) as a result of this term contract and reserve the right to reject all material and workmanship which does not conform to the specifications or accepted practice. The inspection(s) may take place at the vehicle manufacturer's primary place of business, the vendor's primary place of business, the receiving agency or at a site mutually agreeable to the vendor, ODOT, and/or the political subdivision. For all vehicles the vendor shall submit to ODOT a production schedule and a projected delivery schedule of the completed vehicle as soon as possible after receipt of the purchase order(s).

The trip shall allow sufficient time (during normal business hours) for the inspector to travel to and from the place of inspection and adequate time to thoroughly inspect the vehicle(s), including a critique of the inspection. It is intended that all facets of the manufacturing process be reviewed; however, it is intended that the trip not exceed two working days at the actual manufacturing plant. The inspection may be waived at the discretion of ODOT.

Note: Payment for the vehicle and ancillary equipment will not be approved until the vehicle is accepted by ODOT and/or the political subdivision as meeting or exceeding all specifications. Delivery acceptance of the vehicle by the recipient agency does not constitute acceptance for payment.

**Section 7: Delivery**

Delivery shall be made within **180** calendar days after receipt of order. If the Vendor cannot deliver or expects not be able to deliver the vehicle within this time frame, the Vendor must provide sufficient, written justification to ODOT or the local agency as early as possible and prior to the end of the delivery time frame.

**Delivery Hours**

All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday except State holidays unless special permission is granted by the Department to temporarily waive or adjust this requirement.

**Delivery and Issuance of Title**

The title for each vehicle shall be issued in the name of the appropriate recipient whose name appears on the purchase order(s). For purchase orders issued by ODOT, a security agreement shall also be filed naming the Ohio Department of Transportation as first secured lien holder. For ODOT purchases, the original title and security agreement shall be filed with ODOT and a memorandum title issued and delivered to the recipient. For all purchases made directly by a political subdivision, the original title shall be furnished to them.

In lieu of securing the title upon delivery, title work may be mailed to the County Clerk of Courts in the county where the recipient is located. The title should be mailed back to the vendor from the Clerk of Courts and the vendor shall distribute it accordingly. Vendors must alert the courthouse that the title is to be mailed to them.

All recipients shall be supplied a minimum of a 30-day temporary vehicle tag.

All costs associated with delivery, filing the security agreement, issuing the memorandum title (where applicable), and obtaining temporary tags shall be included in the basic cost of the vehicle. The successful vendor will be required to fully demonstrate the use of the vehicle and related equipment upon delivery along with a review of the applicable warranties. The successful vendor must contact the recipient agency at least one week in advance of vehicle delivery to set a tentative delivery time and choose proper wording for the vehicle title. It is the receiving agency's responsibility to determine the vehicle description (i.e., bus) in order to obtain their desired license plates. The successful vendor must also contact the agency at least three days in advance of actual delivery to confirm prior arrangements. Delivery shall be made during the recipient's normal working hours.

**Section 8: Warranty Work**

All normal warranty work on chassis and chassis manufacturer's factory installed equipment shall be accomplished within 50 miles of the recipient's place of business.

If major or complicated warranty work is required and the location to perform such work is outside the distance limitations required for normal warranty work, the bidder shall pay all costs of transporting the vehicle to and from the recipient agency's location.

It is recognized that the vehicle and associated on board equipment warranty responsibility may be divided among more than one warranting agency. However, if after the authorized factory service representative for a particular item has been contacted and satisfactory warranty repair cannot be obtained, it shall be the successful bidder's responsibility to act as liaison for the agency in obtaining warranty repair to ensure the vehicle is placed in operable condition without unnecessary delay.

**Section 9: Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the ODOT Administrator, Office of Contracts. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the ODOT Director of Transportation or his or her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transportation shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Section 10: Bid Submittal Requirements**

Bidder(s) must submit with the bid the following information:

ITB Checklist (Must be submitted in this order):

- Required Forms 1-7, signed, dated, and notarized, if applicable
- Bidders Buy America Worksheet (assembly and components ≥ 70%)
- Copy of Valid Dealers License
- Current SAM Documentation
- TVM/DBE Goal Certification
- FMVSS Certification Documentation
- ISO-9001-Quality Assurance Certification
- Pricing sheets
- Altoona testing summary (please send a PDF of the full test to ODOT separately)

Detailed descriptive literature and/or engineering or detailed drawings of all items bid. This shall include the basic vehicle proposed to be furnished and all additional equipment. Sufficient detail along with specifications shall be submitted to allow for a complete evaluation.

Bidders must submit one (1) complete set of bid documents with all signatures and seals, embossing, etc.

All bidders must possess a valid Dealer's License within the United States of America.

**Failure to submit the following executed documents in order may result in your bid being declared non-responsive:**

**Form 1: Bid Affidavit**

**Form 2: Bidder Certificate Statement**

Each bidder must submit with the bid the enclosed "Bidder Certificate Statement" addressing the U.S. Comptroller's List of Ineligible Bidders. In the event the bidder is on the Comptroller General's list of ineligible contractors for federally financed or assisted work, any contract resulting from this bid may be canceled, terminated or suspended by the Ohio Department of Transportation.

**Form 3: Integrity Certification Statement**

Each bidder must submit with the bid, the "Integrity Certification" (regarding debarment, suspension, and other responsible matters), which states that the contractor is not currently engaged, or has been engaged, in behavior which threatens the integrity of federally assisted programs.

**Form 4: Certification and Restrictions on Lobbying**

The contractor, by signing the Certification and Restrictions on Lobbying contained herein, agrees to comply with the provisions of Section 1352, Title 31 of the U.S. Code, which prohibits the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

**Form 5: Buy America Certification**

The complete Buy America process consists of not only individual component requirements but also a vendor compliance/non-compliance self-certification; pre-award and post delivery vehicle component verification; pre-award and post-delivery specifications compliance; and Federal Motor Vehicle Safety Standards (FMVSS) compliance. The Buy America, FMVSS documents included in the Required Forms sections, with a list of

proposed Buy America content for the proposed vehicles will suffice as the pre-award self-certifications. The remaining pre-award certifications will be addressed by ODOT personnel and post-delivery certifications will be addressed with the contract vendor.

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 70 percent domestic content minimum. A bidder or offeror must submit to ODOT the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver.

#### **Form 6: Transit Vehicle Manufacturers (TVM) Certification**

It is the policy of the U.S. Department of Transportation and the Ohio Department of Transportation that disadvantaged business enterprises, defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal and state funds.

Therefore, the Ohio Department of Transportation hereby notifies all bidders it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids, and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

49 CFR Part 26.49 requires ODOT, as a recipient of FTA funding, to require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the DBE regulatory requirements. A transit vehicle manufacturer may obtain this certification by submitting its DBE Goal and Program Plan to the FTA Office of Civil Rights.

Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>), or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

A bid received from a Transit Vehicle Manufacturer bidder that is not listed on FTA's certified list of Transit Vehicle Manufacturers will be deemed non-responsive.

A bidder that is a vendor/distributor/dealer of transit vehicles must clearly identify all Transit Vehicle Manufacturers from which vehicles will be procured. A bid received from a vendor/distributor that includes vehicles to be produced by a Transit Vehicle Manufacturer that is not listed on FTA's certified list of Transit Vehicle Manufacturers will be deemed non-responsive.

**Vendor/distributor/dealer bidders:** Submit a copy of Form 6 for each Transit Vehicle Manufacturer from which vehicles will be procured.

#### **Form 7: Federal Motor Vehicle Safety Standards (FMVSS) / Bus Testing Certification**

##### **1. Vendor(s) Pre-Award Self-Certification**

The motor vehicles supplied as part of this procurement will comply with the Motor Vehicles Safety Standards as established by the State of Ohio. In addition, the bidder must submit a signed certification, on the enclosed form, that all vehicles being supplied will meet all applicable Federal Motor Vehicles Safety Standards.

**2. Bus Testing** - The Vendor [Manufacturer] agrees to comply with 49 U.S.C. §5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
- 5) ODOT requires the entire Altoona Bus Test Report with the bid in an electronic format.

**Section 11: Statement of Financial Assistance**

This contract is subject to a financial assistance contract between the Ohio Department of Transportation or the local public body and the U.S. Department of Transportation. The federal assistance expected to be provided for this contract is estimated at \$1,500,000 (based on the previous contract ODOT orders) in aggregate from the following Federal Transit Administration (FTA) programs:

- CFDA 20.509: Formula Grants for Rural Areas and Tribal Transit Program,
- CFDA 20.513: Enhanced Mobility of Seniors and Individuals with Disabilities.
- CFDA 20.526: Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs.

**Section 12: Interest of Members or Delegates to Congress/ODOT Employees**

No member, officer, delegate to Congress or any employee of the Ohio Department of Transportation or of a local public body during that person's tenure or one year thereafter, including any family members or business partners of said person, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Each bidder shall submit with the bid the "Certification and Restrictions on Lobbying" regarding this and other related matters.

**Section 13: Civil Rights Requirements and Nondiscrimination**

In accordance with Title VI and VII of the Civil Rights Act, as amended, 42 USC 2000d and 2000e, respectively; Section 303 of the Age Discrimination Act of 1975, as amended; 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990; and 42 USC 12132, and Federal transit law at 49 UCS 5332, contractors are required to comply with all applicable Equal Employment Opportunity laws and regulations, including all requirements imposed by the Titles and Sections set forth in this paragraph, and the regulations relative to non-discrimination in federally assisted programs of the U.S. DOT, as issued in 49 CFR, Part 21.

These requirements include, but are not limited to:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



The contractor agrees, in accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees, in accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

The contractor further agrees to 1) include these requirements in each subcontract financed in whole or in part with the FTA Federal assistance, modified only if necessary to identify the affected parties, and 2) to notify potential subcontractors, vendors and suppliers in all solicitations of its obligation under this contract relative to non-discrimination provisions in every subcontract awarded pursuant to this agreement.

**Section 14: Record Retention:**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subcontracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Section 15: Environmental Requirements:**

**Clean Air:**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water:**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that

the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**Section 16: Energy Efficiency:**

**Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Section 17: Labor Provisions**

The contractor shall maintain and preserve, and require subcontractors to maintain and preserve, payroll records for a period of three years from the date of completion of this agreement. Such records shall contain for each employee, their name, address, social security number, correct classification, hourly rates of wages, daily and weekly number of hours worked, deductions and actual wages paid.

In addition, all records to be maintained by the contractor and all subcontractors under this agreement shall be made available for inspection, copying or transcription by authorized representatives of the U.S. DOT, U.S. DOL and ODOT.

**Contract Work Hour and Safety Standards Act:**

Contractor agrees to comply with 29 CFR, Part 1926 which implements Section 107 of the Contract Work Hour and Safety Standards Act.

**Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

**Violation: Liability for Unpaid Wages and Liquidation Damages:**

In the event of any violation of the clause set forth in subparagraph (b)(1) 29 CFR 5.5 the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards employed in violation of the clause set forth in subparagraph (b)(1) 29 of CFR 5.5 in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) 29 CFR 5.5.

**Withholding for Liquidated Damages:**

ODOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR 5.5.

Subcontracts: The contractor agrees to incorporate these clauses into any subcontract awarded pursuant to this solicitation and also require the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **Section 18: Cargo Preference**

### **Cargo Preference - Use of United States-Flag Vessels:**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **Section 19: No Government Obligation to Third Parties**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **Section 20: Program Fraud and False or Fraudulent Statements**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **Section 21: Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Ohio Department of Transportation and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Section 22: Recycled Products**

**Recovered Materials** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **Section 23: Government-wide Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Ohio Department of Transportation and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Section 24: Incorporation of Federal Transit Administration (FTA) Terms**

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the current FTA Circular 4220 and the current FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ohio Department of Transportation requests which would cause the Ohio Department of Transportation to be in violation of the FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the Ohio Department of Transportation and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Section 25: Fly America**

The Contractor agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Section 26: Pre-Award and Post-Delivery Audit Requirements**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**Section 27: Motor Vehicle Pollution Requirements:**

The vendor shall guarantee that:

The horsepower of the vehicle is adequate for the speed range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.

All gases and vapors emanating from the crankcase of spark-ignition engines are controlled to minimize their escape into the atmosphere. Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.

When the vehicle has been idled for three minutes and then accelerated to 80% of rated speed under load, the capacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five seconds, and not more than #1 on the Ringlemann Scale thereafter.

**Section 28: ADA Compliance**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42

U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### Section 29: Maximum Compensation

The maximum compensation for this contract, if a contract is awarded, will not exceed the dollar amount included in the purchase order(s) instituted by ODOT and other Ohio government entities ordering off this term contract.

If additional information concerning compensation requirements is necessary, please contact:

Purchasing Supervisor  
Office of Contract Sales  
1980 W. Broad Street, Mail Stop 4110  
Columbus, Ohio 43223  
Phone: (614) 752-6973  
E-mail: [Rob.rounds@dot.ohio.gov](mailto:Rob.rounds@dot.ohio.gov)

### Section 30: Pricing

Upon the Vendor signing a valid Vehicle Cost Worksheet (VCW) with ODOT, an ODOT subrecipient, or other local agency, the Vendor shall honor that price for a minimum of 90 calendar days while ODOT or the local agency processes the order and allow time for paperwork to be completed.

#### Price Adjustment Clause:

Manufacturer price adjustments will be considered after current model year build out dates, provided that price adjustments cover both upward and downward movement of the commodity price and the adjustment is based on the "pass through" increase or decrease of raw materials and/or labor and/or manufacturer price incentives (not originally considered) which make up all or a substantial part of the product. **Adjustments are to be based upon an actual dollar figure, not a percentage.** Written request for price adjustment including supportive documentation, which must include the request on Vendor's letterhead and documentation from the Manufacturer and an updated excel price sheet with the original prices included along with changes made, shall be sent to the Ohio Department of Transportation, Office of Contract Sales, Attn: Rob Rounds, Mail Stop 4110, 1980 West Broad Street, Columbus, Ohio 43223 or [Rob.rounds@dot.ohio.gov](mailto:Rob.rounds@dot.ohio.gov), for review.

The Department may accept the price adjustment and amend the contract accordingly, reject the adjustment and continue the contract as is with no change in price, or cancel the contract. The Department will have sole discretion in the approval of any price adjustments. Price adjustments will become effective on the date of the Department's acceptance letter. No increase will be considered within the first six (6) months of the contract. The Vendor may submit one price adjustment increase request per state fiscal year during the contract term, unless otherwise deemed necessary by ODOT to allow more requests. The price adjustment clause supersedes references to firm bid found in Section ten of the Standard Terms and Conditions.

**Build out date:** The date after which the manufacturer no longer produces or is unable to provide the current model year chassis.

Manufacturer's production termination notice (build out):

Orders prior to manufacturer's production termination notice (build-out-date): All orders placed, shall be provided to the vendor no later than the mfg. build-out-date, which in the past is usually around March, but could be earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.

All orders received and accepted by the vendor on, or prior to, the build-out-date shall guarantee delivery of the vehicle as described on the purchase order at the contract price.

Any order received by the vendor after the build-out-date will be subject to availability. The vendor reserves the right to accept or reject these orders. The vendor will be required to notify the ordering agency, within five (5) calendar days, after the vendor has received the purchase order, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted the vendor shall return it to the ordering agency. Once accepted, the vendor shall be required to fulfill the contract.

**Section 31: Specifications: Accessible Vans**

252-22 Minimum Specifications	
SPECIFICATIONS	
Accessible Van	
<p>General: All vehicles will be the latest current model incorporating the latest engineering changes, with manufacturer's standard equipment, unless otherwise specified, meeting all the standards listed below. All parts will be new. Vehicles will be thoroughly inspected and tested during construction to ensure the equipment is installed and operating properly. Vehicles will be rust proofed, watertight and fume proof.</p> <p>For bidders to be considered responsive to the bid, they must be prepared to supply any and all items or literature listed in any section or notify ODOT prior to bid opening of any items that are not available. Failure to notify ODOT will imply the bidder can and will if requested supply any item listed. The quality of this equipment and the installation techniques used will, at minimum, conform to the standard practice of the automotive industry. Vehicles which are to be provided with optional equipment will conform to the specifications for that equipment. All parts will be newly manufactured.</p>	

ITEM NO.	MINIMUM SPECIFICATIONS
A. VEHICLE AND SAFETY STANDARDS	
1A.	Must meet Buy America requirements
2A.	Meet current SAE standards.
3A.	Must meet FMVSS 220 rollover testing
4A.	Must meet FMVSS 201 & 220 Structural Requirements
5A.	Must meet FMVSS 207 & 210 seatbelt pull test
6A.	Interior panels must meet FMVSS 302
7A.	Must meet UL Standards
8A.	Must meet OSHA Standards
9A.	Must meet State of Ohio Motor Vehicle Laws
10A.	Must meet ADA Regulations Subpart B – Buses, Vans and Systems
11A.	Must meet Title 49, CFR, Part 38, Subparts A and B
B. DIMENSIONS	
1B.	Ford Transit 250 Medium Roof Van, modified to transit vehicle standards for passenger transport.
2B.	Maximum exterior width: 81.3 inches (excluding mirrors).
3B.	Minimum exterior height: 99.2 inches.
4B.	Interior Width: 1.7 m (67 inches).
5B.	Minimum bumper to bumper length: 235.5 inches.
6B.	Minimum center aisle interior height: 69 inches.
7B.	Minimum interior floor length: 3.27 m (129 inches).

8B.	Middle aisle width: 22.86 cm (9 inches).
C. ENGINE AND DRIVETRAIN	
1C.	GVWR: 9000lbs
2C.	Engine: 3.7L V-6 Original OEM equipped, not modified in any way.



ITEM NO.	MINIMUM SPECIFICATIONS
3C.	Wheelbase: 148 inches.
4C.	Fuel Tank/Size: OEM – largest available. No modifications are permitted.
5C.	Transmission: Automatic 6-speed overdrive transmission
6C.	Drive Shaft Guard: OEM protective metal guard to prevent broken drive shaft from touching the ground, contacting any brake lines, or penetrating the floor of the vehicle, in compliance with CRF part 393.89.
7C.	Exhaust: Discharge 15.24 cm (6 inches) from rear of vehicle on driver’s side.
8C.	Rear Axle ratio: 3.73 Limited Slip
9C.	Cooling System: Front: Heavy duty factory installed with coolant recovery system Rear Heat / AC system must be single system minimum 32000BTU cool / 30000BTU heat, direct vented to headliner with 4 vents. OEM rear system is not acceptable.
10C.	Power Steering, tilt steering wheel, and cruise control; Power Steering, tilt steering wheel, and cruise control as installed by OEM
11C.	Super Engine Cooling: Heaviest duty system available, include factory installed coolant recover system.
12C.	Transmission Cooler: Must be equipped with an external transmission oil cooler in addition to the radiator cooler, of a capacity that is capable of maintaining safe transmission operating temperatures while the vehicle is in transit use.
<b>D. SUSPENSION</b>	
1D.	Suspension: H.D.A. Front and rear shocks available: 9000lbs. minimum GVWR rating
2D.	Shock Absorbers: Front and rear heavy duty, gas pressurized shock absorbers of the highest dampening rate available from the vehicle manufacturer.
3D.	Springs: Front and rear struts and springs must have a ground load rating equal to or exceeding the GVWR of the vehicle. If required, helper springs or other ride height aids recommended by vehicle manufacturer if necessary.
<b>E. TIRES, BRAKES AND WHEELS</b>	
1E.	4-wheel Anti-Lock Braking System (ABS) is required.
2E.	Axles must be load rated for final GVWR of vehicle. No tandem or tag axles.
3E.	OEM parking brake with dash warning light retained. Parking brake adjusted to factory specifications upon delivery.
4E.	Front disc and rear disc 4-wheel ABS. Heaviest duty available from the manufacturer for the GVWR of the vehicle
5E.	Required: Gray Steel Wheels 40.6 cm (16’’)
6E.	Tires and Wheels: Steel Belted Radial Tires and Wheels, two front and two rear. Are you looking for a specific tire, ie. M&S, etc.
7E.	Spare Tire and wheel: Steel Belted Radial full size tire and wheel, matching front and rear tires.
8E.	OEM wheel covers must be provided.
9E.	Alignment: Tires to be balanced and properly aligned after all vehicle modifications completed. All wheels must be spin balanced.
<b>F. INTERIOR FEATURES</b>	
1F.	OEM standard driver and passenger airbags.
2F.	Required: Black rubber Driver’s Mat
3F.	Driver’s Door: Standard OEM, with pads or slip resistant material in the step sill or on step.

ITEM NO.	MINIMUM SPECIFICATIONS
4F.	Driver's Seat: OEM
5F.	Driver's Sun Visor: OEM, Standard Required
6F.	Air Conditioning Front; OEM, Controllable by driver.
7F.	Air Conditioning & Heat Rear; 32000 BTU / 430CFM, floor mounted & direct vented to headliner with 4 adjustable vents. Must be a single unit for both AC & heat. OEM rear heat with blower mounted under the front passenger seat is not acceptable.
8F.	Heater Front; OEM located in driver's area and controllable by driver.
9F.	Interior/Rear view mirror: OEM
10F.	Standard passenger seats must be Freedman or equivalent mid-high back transit seats with 3 point shoulder harnesses. All seat installation must meet FMVSS 207/210. Proof of testing is required. Permanently secured passenger seats will be equipped with grab hand rails on the back of the seats, except for seats at the extreme rear of the vehicle which are placed against a wall. Folding seats will not require grab rails. Grab rails must be padded or energy absorbing grab rails. Grab rails are not consider in the seat height dimension.
11F.	All seats will be forward facing.
12F.	Seat padding must be vinyl, fire-resistant and must meet FMVSS federal standards.
13F.	Single passenger seats; Freedman or equivalent.
14F.	Double passenger seats; Freedman or equivalent.
15F.	Three-Step foldaway seats Single; Single passenger seats, Freedman or equivalent, grab rails not required
16F.	Three-Step foldaway seats Double; Double passenger seats, Freedman or equivalent grab rails not required.
17F.	Single and double jump seats.
18F.	Child Restraint Snap Hooks (FVMSS 225), required on vehicles under 10,000 lbs.
19F.	Driver's Seat; OEM.
20F.	Driver Seat belts; Automatically retract; Separate belt and shoulder harness for driver.
21F.	Seat belts; Automatically retract; All positions and require a shoulder harness, minimum length 1.8 (71 inches).
22F.	4 seat belt extensions are required per vehicle.
23F.	Mobility aided seat belts, automatically retract if floorplan permits separate belt system for each mobility aid position.
24F.	Caps on sharp edges of seat belt securement required.
25F.	Standard OEM rear doors.
26F.	Optional: dual air compressor
27F.	Optional: Single integrated child seat
28F.	Optional: Public information system permitting the driver, or a recorded or digitized human speech message, to announce stops and provide other passenger information within the vehicle. The System must consist of, at a minimum, a hand held microphone located within easy reach of the driver, a transmitting power source, and at least one speaker located in such a manner that all messages can be easily heard by passengers located anywhere in the vehicle. The public information system may be incorporated into the vehicle's AM/FM radio system
29F.	Optional: Radio Ground Plane: Grounded metal plate measuring at least 76 cm×76 cm (30'' x 30'') must be provided in the center of the vehicle roof for the purpose of grounding a two-way FM radio antenna. In addition, conduit with draw string must be provided from the plate to an area under the center portion of the dashboard for

ITEM NO.	MINIMUM SPECIFICATIONS
	wiring the antenna to the radio unit. Aluminum foil backed tape will not be approved.
30F.	Emergency Exit Window Stickers - Required
31F.	Exterior body panels must be OEM
<b>G. EXTERIOR FEATURES.</b>	
1G.	Driver's Side Running Board: A (36" wide x 12" deep step made from perforated steel and powder coated black or equivalent one piece, rattle free construction extending from front wheel well to rear of driver's door.
2G.	Engine Console Cover Required
3G.	Glass: Standard OEM privacy tint with rear defroster
4G.	Windows: OEM windows with flip out glass
5G.	Window Tint: OEM privacy glass
6G.	Window/curbside safety view window: Van- OEM flip out window provided on the street side of vehicle behind driver and curb side
7G.	Windshield Wipers: Interval high, low, washer.
8G.	Caulking must not be used to correct body defects of window openings that are out of tolerance.
9G.	Spare Tire Carrier: OEM under vehicle carrier, lug wrench secured to vehicle
10G.	Front and Rear Bumper: OEM
11G.	Required Tow Hooks: Rear tow hooks or eyes and their mountings of sufficient strength to tow vehicle.
12G.	License Plate Bracket Front and Rear: Front and back required using stainless steel fasteners.
13G.	Undercoating: Rustproof undercoating applied after conversion.
<b>H. PASSENGER ENTRY WAY</b>	
1H	Passenger's Side Running Board: A (86" wide x 12" deep step made from perforated steel and powder coated black or equivalent one piece, rattle free construction extending from front wheel well to rear of passenger sliding door.
2H.	Ground to First Step: Minimum: 25.4 cm (10"), Maximum: 30.48 cm (12") if applicable per floorplan.
3H.	<b><u>Step must be reinforced to prevent bowing.</u></b>
4H.	Stanchions: Conform to specifications outlined in ADA regulations, subpart B - Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions, pages 45759 - 45760. Stanchions must extend from floor to ceiling.
<b>I. CONSTRUCTION</b>	
1I.	Chassis floor must be steel reinforced so that seats may be installed by bolting through and be fully FMVSS 207/210 compliant. All seats must be permanently mounted to the floor and not moveable. Proof of FMVSS compliance testing will be required.
2I.	Rust Proofing: The entire vehicle including all extended wheelchair access and entryway doors and panels must be furnished with a body corrosion protection system equal to that of the FORD QVM.
3I.	Plywood Sub Floor: 3/4" tongue and groove marine grade plywood, securely fastened to the cross stills to ensure a permanent fitted floor. Sealed on all exposed ends cuts, with a protective seal to prevent the entrance of moisture or an underpan. All edges must be sealed to prevent the entrance of moisture. Carpeting will not be permitted.
4I.	Sub Floor: Steel sub floor structure

ITEM NO.	MINIMUM SPECIFICATIONS
5I.	Floor Covering: Fire-resistant rubber securely bonded to the floor with a waterproof adhesive, one piece Altro or equal. Edges throughout sealed to prevent entrance of moisture that could cause bulging, ply separation and/or material failure.
6I.	Interior Side Walls: ABS plastic, Insulated with a minimum R8 fiberglass insulation
7I.	Interior: The interior of the vehicle must be free of all projections. All sharp edges, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing must be covered.
8I.	Construction: Standard OEM
9I.	Insulation: Full sound insulation package, fire resistant walls inside insulation, full headliner for ceiling, all to coordinate with exterior and interior color scheme. Rate to R8
10I.	Rear tow hooks: Required If not OEM, then specify a rating
11I.	Outer edges of the mobility door must be weather-stripped as necessary to provide a watertight seal. Provisions must be made for the mobility access door to be fastened in the fully open position when the lift is in use. If the factory installed door checks will not adequately secure the doors, then additional door checks or braces should be added.
<b>J. LIFT REQUIREMENTS</b>	
1J.	LIFT Requirements: Must meet all 403/404 Standards and all current ADA standards. Newest Model Available.
2J.	Location of Lift: Rear of vehicle
3J.	Mobility Access (lift) Door: OEM Rear Door
4J.	Mobility Aid Access Door: Padding that is suitable for the protection of the heads of occupants must be installed on the inside of the van on the lintel of the doorway. Outer edges of the mobility aid access doors must be weather stripped, as necessary to provide a watertight seal. Provisions must be made for fastening the mobility aid access doors in the fully open position, when the lift is in use.
5J.	OEM door and latching system
6J.	Location and storage of Lift Control unit: Secure method and location for hanging control unit when not in use must be provided. The hanger must be easily reached by the lift attendant while standing at ground level. Control unit cord should be a plug in device that can easily be replaced. (Restate)
7J.	Platform Surface: (34"×51")
8J.	Tracks: Slide-n-click, Sure-Loc, Q-Straint or approved equal, to secure wheelchairs in forward facing positions, flush mounted.
9J.	Wheelchair securement: ADA complaint
10J.	Securement Storage System: Provisions must be made to store the straps and buckles off the floor when they are not in use. The stored straps and the securement tracks must not interfere with passenger movement or sitting space, must not present any hazardous condition, must be reasonably protected from vandalism, and must be readily accessible when needed for use. Conform to specifications as outlined in ADA regulations Subpart B - Buses, Vans and Systems, 38.23 Mobility Aid Accessibility (d) Securement Devices, page 45759.
11J.	Mobility Aid Positions: Must meet ADA requirements
12J.	Securement System: Two complete auto-locking retractor sets (4 each), auto-locking, auto-tensioning, for each mobility aid location in accordance to the new WC 18 "Best Practices" standards that went into effect on 1/1/16.

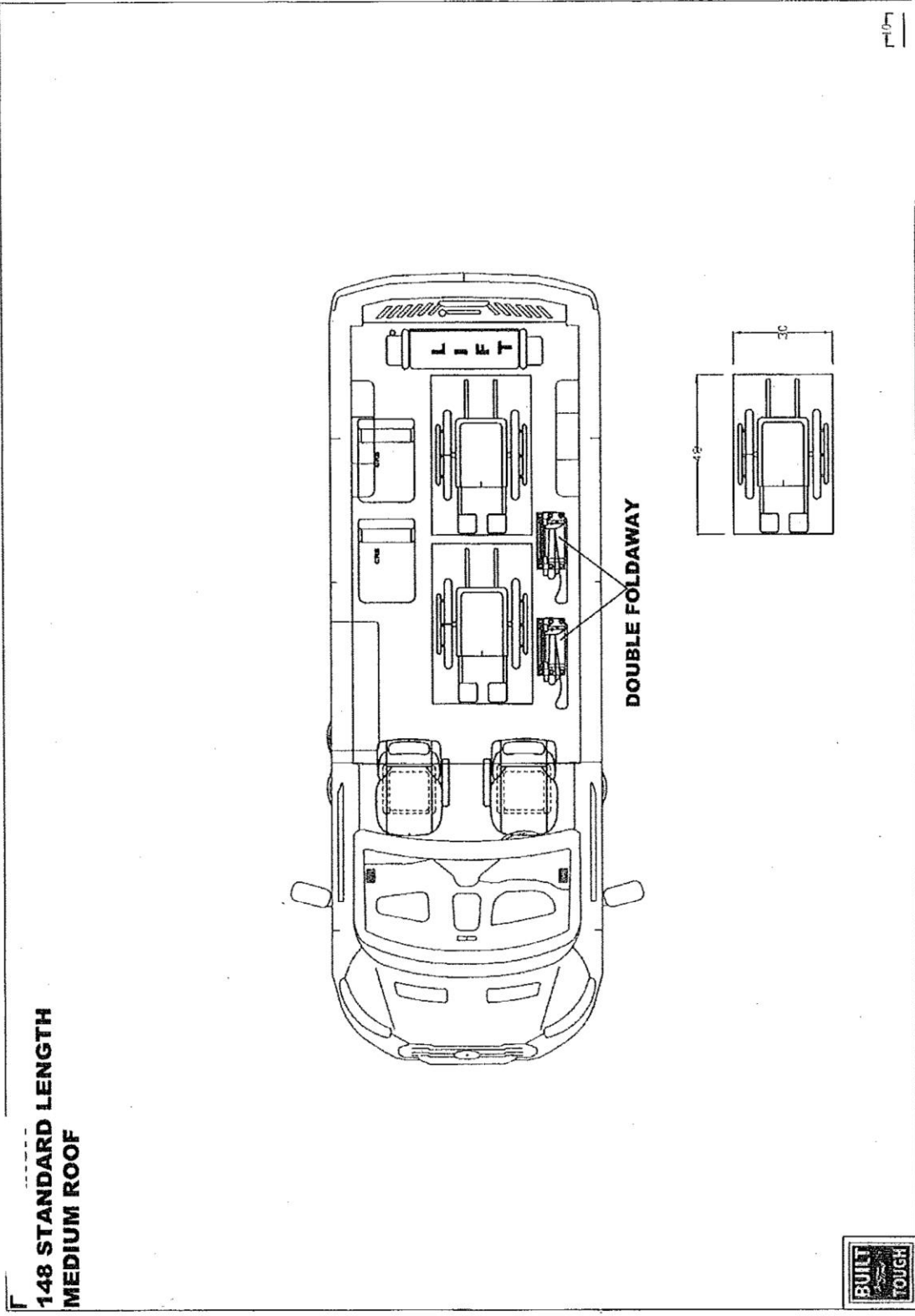
ITEM NO.	MINIMUM SPECIFICATIONS
13J	Mobility Tie down loops: Four (4) webbing loops must be provided for each securement position, either Sure-Lok, Q-Straint or equivalent.
14J.	Instructions: The vendor must provide a pamphlet, brochure, video/DVD or similar literature describing the use of the securement system and must demonstrate to the recipient the proper method of using the tie down system. A demonstration of the securement system must be performed to ensure correct use of the system. The instructor must have the student actually use the securement system and tie down a mobility aid in it proper position in the vehicle. Arrangements should be made for having a mobility device at the agency prior to the delivery of the vehicle. Adequate time must be allowed to accomplish this instruction and costs should be included in the bid price for the basic vehicle.
15J.	There must be no more than fifty (50) lift cycles in the life of the lift at the time of vehicle delivery. Vehicles with more than fifty (50) lift cycles will not be accepted.
<b>K. ELECTRICAL</b>	
1K.	AM/FM Radio/Aux 4 Speakers, 2 front and 2 back, OEM or equivalent.
2K.	Accessory Power: 12 volt outlet required Where is this to be located, cigar lighter type??
3K.	Alternator: 150 amp minimum
4K.	Back-up warning system (Required). Must meet SAE J994B or latest revision. Automatically sounds when transmission placed in reverse. Mounted on the rearmost part of vehicle and protected from water and road spray.
5K.	OEM single battery
6K.	Automatic High Idle System; An OEM approved high idle must be included which increases the engine speed to accommodate additional electrical needs for the lift or other components as needed, without driver's assistance.
7K.	Exterior Lights/Front/Headlights, front signal lights, hazard lights; Standard OEM, headlights (high/low beam, turn signals, hazard lights)
8K.	Exterior Lights/Rear/Tail, back-up, brake, hazard lights; Standard OEM, rear, brake, turn signals, backup lights.
9K.	Instrument Panel: Standard OEM gauge instrument panel indirectly lighted
10K.	Interior lights: OEM switchable.
11K.	Horn: OEM standard
12K.	Lighted Well Step: Step must be lit and doorway must be lit with a LED low profile light a clear lens for illumination, complying with FMVSS 403/404 and all ADA requirements
13K.	Rear License Plate Light: Required
14K.	Exterior Mirrors/heated and remote controlled.
15K.	Wiring: All wiring added during the modification must be color coded every 15 cm (6''), permanently labeled to identify function and ground wires clearly identifiable. All wiring must be loomed, properly insulated and, as necessary must be held in place with insulated clamps of rubber or plastic coated to prevent cutting insulation. All fuses and relays must be placed in an easily accessible solid-state circuit box with a secure cover with a legend identifying each circuit by function, circuit number, wire color and location. A spare wire of nominal size and rating must be included in the main harness going to the rear of the bus. There must be no exposed wiring in the driver's or passenger's compartment
<b>L. PAINTING</b>	

ITEM NO.	MINIMUM SPECIFICATIONS
1L.	Paint: The standard color must be white. All exposed metal surfaces with the exception of aluminum and stainless steel must be painted, chrome plated or hot dipped galvanized.
2L.	Optional Solid Color Paint Scheme: OEM colors available.
3L.	Interior Paint: All interior surfaces including exposed metal surfaces such as the side and rear doors, which require painting, must be painted the same color and must match the interior side paneling or other interior coverings.
M. WARRANTY	
1M.	Chassis: 3 year/ 57,936 Kilometers (36,000 miles)
2M.	Battery: Standard manufacturer's warranty
3M.	Tires: Standard manufacturer's warranty
4M.	Body: 1 year/ 19,312 kilometers (12,000 miles)
5M.	Lift 12 months
6M.	During the warranty periods, all repairs and replacement parts that are needed due to factory defects or defect-related equipment failures will be furnished and installed promptly (promptly is very subjective, may consider a actual time period) without charge or penalty by an easily-accessed authorized service representative.
7M.	Identify and provide names and addresses of authorized service facilities throughout Ohio. Service Facility must be within 50 mile radius of purchasing agencies.
N. SIGNAGE	
1N.	Securement Location: Each securement location must be marked
2N.	Characters: Width-to-Height ratio between 3.8 and 1.1 with a stroke width of 1.5 and 1.10
3N.	Symbols: International accessibility symbol, D9-6 of the "Manual of Uniform Traffic Control Devices" Symbol must be between 20.32 cm (8 inches) and 30.48 cm (12 inches). Vendor will coordinate exact location of these symbols with the recipient agency.
4N.	Emergency Exit Signs: Located above transit door and all emergency exit windows.
5N.	Vehicle Clearance Sign: Professionally printed in easy view of driver, stating maximum height of vehicle.
O. PRE-DELIVERY TESTING	
1O.	Focus lights.
2O.	Pre-delivery check of all fluids to manufacturer's level, oil, brake fluid, transmission fluid, coolant and windshield wiper fluid.
3O.	Align front end after modifications.
4O.	Detailed maintenance and inspection schedule which incorporates the required maintenance and inspection of the basic vehicle and its subsystems (including the lift) as prescribed by the respective manufacturers delivered with each vehicle.
5O.	Insure all systems are working properly and vehicle interior and exterior is cleaned.
6O.	Delivered with at least a 1/2 tank of fuel.

P. ODOT SAFETY EQUIPMENT	
1P.	Reflecting triangles, 3 each, stored in a latched container.
2P.	16 unit first aid kit meeting OSHA standards permanently attached to vehicle.
3P.	Blood-born pathogens kit in metal container permanently attached to vehicle, consisting of at a minimum disposal gloves, absorbent-medium, protective mask, germicidal and antibiotic wipes, apron, shoe covers, scoop and infectious-waste disposal, tongs or tweezers for picking up sharp objects.
4P.	2.26 KG (5 lb.) automotive type “ABC” Fire Extinguisher with an easily releasable bracket for storage and securement, mounted in the front of the vehicle within close proximity to the driver’s seat. Fire Extinguisher must be attached with a purchase date.
5P.	Fire blanket – required.
6P.	Lug wrench, securely attached to vehicle.
7P.	Jack, securely attached to vehicle.
8P.	The vehicle must be equipped with two (2) high quality seat belt web cutters, equivalent to Tie Tec, in easily accessible locations, one within reach of the driver and one located in the driver’s compartment. Instructions for use must accompany device.
9P.	All safety equipment, including light reflecting triangles, will be firmly secured inside the vehicle to prevent any movement by them while vehicle is in motion. None of the safety equipment may be mounted on doors. All safety equipment must not interfere with the driver's or passenger's limbs or placement of feet or interfere with movement of passengers and/or wheelchairs or other mobility aids within the vehicle. Access to emergency equipment must not require a key.
Q. ORDERING AND DELIVERY	
1Q.	Vendor will deliver vehicle within 180 days of purchase order date.
2Q.	Receiving agency is to be notified of delivery date one week in advance.
3Q.	Vendor will inform ODOT when vehicle is in Ohio to schedule pre-delivery ODOT inspection at the ODOT District Office or as specified in the purchase order.
4Q.	Agency is to be called three days in advance to confirm delivery.
5Q.	Vehicle will be delivered in working condition, ready to be put into service immediately.
6Q.	Delivering Agent will complete delivery checklist at final agency destination, unless delivered to ODOT facility. If delivery is not accepted, vendor will return vehicle and make repairs as needed.
7Q.	Post-Delivery Buy America Certification: For each vehicle delivered the manufacturer must supply a post-delivery certification showing the Buy America content for the vehicle delivered.

8Q.	<p>ODOT requires that all vehicles ordered by Rural Transit Agencies and purchase orders initiated by ODOT be inspected at a dealership or at an ODOT facility before vehicles are delivered to the receiving agencies. The inspection must be completed before the vehicle is delivered to the agency. Any vehicle delivered not conforming to the specifications can be rejected and major corrections required, or the production of a new vehicle meeting the specifications may be required. Additional agencies purchasing off the bid, may require additional inspections. For Rural Transit Systems and those for whom ODOT issues the purchase order, a Delivery Checklist must be completed when the vehicle is delivered to the agency. ODOT must be notified when the vehicle is delivered to an Ohio vendor or dealership to schedule the inspection. The vendor is responsible for making arrangements to deliver the vehicle to the ordering agency after it has passed ODOT's inspection.</p>
10Q.	<p>Vendor must provide with each vehicle upon a delivery a pamphlet, brochure, video/dvd or similar literature describing the use of the securement system and must demonstrate to the recipient the proper method of using the system. NOTE: Demonstration of use of the securement system must be performed to ensure correct use of the system.</p>
11Q.	<p>Additional equipment may be installed on individual vehicles. The exact equipment, if any, required on each vehicle will be listed on the purchase order.</p>
12Q.	<p>For bidders to be considered responsive to the bid, they must be prepared to supply any and all items listed in this section or notify ODOT prior to bid opening of any items that are not available. Failure to notify ODOT will imply the bidder can and will if requested supply any item listed. The quality of this equipment and the installation techniques used must, at minimum, conform to the standard practice of the automotive industry. Vehicles which are to be provided with optional equipment must conform to the specifications for that equipment. All parts must be newly manufactured.</p>
<b>R. CAPACITY AND FLOORPLANS</b>	
1R.	<p>The vehicle type and capacity are designated by a code where "AV" indicates the vehicle is an accessible van. The floorplan allows for an optional number of seats within the vehicle with two (2) wheelchair positions.</p>
2R.	<p>Weight Slip: Delivered with the vehicle.</p>
<b>S. INVOICING</b>	
1S.	<p>If the purchase order is from ODOT, invoices are to be submitted to ODOT. The invoice submitted to ODOT must be itemized and exactly match the purchase order issued by ODOT. ODOT must have completed ODOT Vehicle Inspection Forms, including the 3-Part Compliance Certification Form, the Buy America Certification from the Vendor, and the Agency Delivery Receipt from the agency receiving the vehicle before payments may be processed.</p>
2S.	<p><b>Required Invoice Information:</b></p>
3S.	<p>Name of Agency Receiving vehicle</p>
4S.	<p>Address of receiving agency</p>
5S.	<p>Vehicle description, exactly as listed on purchase order</p>
6S.	<p>Vehicle Vin #</p>
7S.	<p>Purchase order number on invoice Project number on invoice Project numbers begin with BABF, SPEC, , RPTF, NFPX or JARC Project Number Example: SPEC-XXXX-XXX-XXX</p>





148 STANDARD LENGTH  
MEDIUM ROOF



**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 1**

**AFFIDAVIT**

Pursuant to Sections 663.41 and 663.43 of 49 CFR chapter VI, I hereby certify that (Check A or B.):

\_\_\_\_\_(A) All vehicles proposed in this bid will comply with all relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571 when delivered to the recipient agency.

OR

\_\_\_\_\_(B) All vehicles proposed in this bid are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

Commission expires

(Seal) \_\_\_\_\_, 20

**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 2  
BIDDER CERTIFICATE STATEMENT**

1. If the bidder(s) is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent, of the voting rights and/or assets in that company.)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

I \_\_\_\_\_, on behalf of the aforementioned company Vendor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.

\_\_\_\_\_(authorized official - typed)  
(title)

For \_\_\_\_\_, the bidder(s), attest to the  
(company name)

authority of \_\_\_\_\_ to submit this bid proposal  
(executing agent - typed)

on behalf of the bidder(s) and the parent company if other than the bidder(s).

\_\_\_\_\_  
(authorized official - signature)

- 2. The bidder hereby certifies that they are not included on the United States Comptroller General's list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.
- 3. By submission of this bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best knowledge and behalf:
  - a. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
  - b. Unless otherwise required by Law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder prior to any competitor; and,

**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 2**

**BIDDER CERTIFICATE STATEMENT  
(Continued)**

- c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

---

Signature

-

---

Title

---

Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Seal)

Commission expires

\_\_\_\_\_, 20\_\_\_\_.

**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 3**

**INTEGRITY CERTIFICATION**

Certification Regarding Debarment, Suspension and Other  
Responsibility Matters

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or
    3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000,
    2. Is for audit services, or
    3. Requires the consent of a Federal official, and
  - g. It will require that each covered lower tier contractor and subcontractor:
    1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,
      - e. Voluntarily excluded from participation in its federally funded Project, or
      - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMSWeb or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

\_\_\_\_\_ certifies or affirms the

(Company)

Truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 ET SEQ. are applicable thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**252-22 Accessible Vans**

**REQUIRED BID SUBMISSION FORM 4**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder(s)/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Executed this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 5  
BUY AMERICA CERTIFICATION**

VENDOR COMPLIANCE/NON-COMPLIANCE SELF-CERTIFICATION

**A. Certification of Compliance With 49 U.S.C. 5323(j)(2)(C)**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**OR**

**B. Certification of Non-Compliance With 49 U.S.C. 5323(j)(2)(C)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exemption pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

A sheet showing the expected Buy America composition of each vehicle type bid must accompany this page.



**252-22 Accessible Vans  
REQUIRED BID SUBMISSION FORM 6**

**TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH 49 CFR PART 26  
DISADVANTAGED BUSINESS ENTERPRISE REGULATION**

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed nonresponsive.

**TVM Certification**

The bidder(s), if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Part 26.49 addressing transit vehicle manufacturers by submitting a current annual DBE goal to the Federal Transit Administration. The goals apply to the most recent Federal Fiscal Year submission and have either been approved or not disapproved by FTA.

The bidder(s), if a non-transit vehicle manufacturer, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Part 26.49.

Manufacturer: \_\_\_\_\_

Bidder(s): \_\_\_\_\_

Bidder(s) Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**252-22 Accessible Vans**

**REQUIRED BID SUBMISSION FORM 7**

**FMVSS/BUS TESTING CERTIFICATION  
VENDOR PRE-AWARD SELF-CERTIFICATION**

The undersigned hereby certifies that the vehicle(s) provided in this contract meet all applicable Federal Motor Vehicle Safety Standards and bus testing requirements, if required. Additionally, a complete electronic copy of the Altoona Bus Testing results is included with this bid as a separate attachment.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**State of Ohio, Department of Transportation (ODOT)  
Office of Contract Sales, Purchasing Services**

**Terms and Conditions for Submitting Excel Pricing File in Bid Package**

(Last Revised 07/2020)

**1. DOWNLOADING THE EXCEL PRICING FILE:** Bidders can access and download the most current Excel Pricing File for this procurement by following the hyperlink provided below:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/252pricing.xlsx>

**2. SUBMISSION OF EXCEL PRICING FILE:** Bidders should submit the pricing page in the **original excel format**.

**3. UNAPPROVED ALTERATIONS TO EXCEL PRICING FILE:** Bidders who materially alter the original content of the Excel pricing file (e.g. specifications, formulas, etc.) issued by the Department may be found non-responsive and ineligible for award of this procurement.

**4. CHANGES TO EXCEL PRICING FILE:** The Department will only make modifications to the Excel pricing file by written addendum only. Where changes are necessary to the Excel pricing page, the Department will issue a new Excel pricing page indicating the revisions made and a revision date for the changes.

It is the sole responsibility of the bidder to check for issued addenda prior to submitting a bid package to ensure the most updated Excel pricing file is being utilized.

**5. DESCRIPTIVE LITERATURE:** Bidders may electronically provide any descriptive literature (e.g. brochures, spec/cut sheets, drawings, MSDS, etc.) regarding the products and/or services offered by the bidder. As this literature may be publicly posted for viewing by purchasers, bidders must not submit any literature electronically in which they consider to be a trade secret, proprietary, or confidential in any way.

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**State of Ohio, Department of Transportation (ODOT)  
Office of Contract Sales, Purchasing Services**

**INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING**

(Last revised 11/30/2020)

1. **BIDDER REGISTRATION:** The Department requires awarded bidder(s) to successfully register as a State of Ohio Supplier with the Department of Ohio Shared Services and successfully obtain an OAKS vendor identification number (OAKS ID) within fourteen (14) calendar days from the date of contract award and execution. The Department cannot utilize awarded Contracts to purchase from a bidder who cannot obtain an OAKS ID from Ohio Shared Services. In the event an awarded bidder is unable to obtain an OAKS ID, the Department shall reserve the right to revoke its award to the bidder and immediately cancel any resulting Contract.

A Supplier Information Form and W-9 must be completed and sent back directly to Ohio Shared Services in order to register and apply for an OAKS ID. The following website can be accessed by bidders to obtain both the forms and specific instructions for obtaining an OAKS ID:

<http://ohiosharedservices.ohio.gov/SupplierOperations/Forms.aspx>

It is strongly recommended that all interested bidders not already registered with Ohio Shared Services submit the above paperwork prior to the bid submission deadline.

2. **HOW BIDS MUST BE PACKAGED:** All submitted bids in response to this procurement must be emailed to [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov) – **Paper bids will NOT be accepted.**
3. **WHAT NEEDS INCLUDED IN BID PACKAGE:** Submitted bid packages should include, at a minimum, a completed Signature Page, a completed Excel pricing page, and all necessary supportive documentation, forms, and any other information required herein. The Department may deem a bid non-responsive for failure to submit any of the documents requested above.
4. **PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS:** Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Department's attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically (hyperlink below). During the competitive bidding process, bidders (and their agents) are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.

**Pre-bid questions/inquiries must be submitted electronically through the following website:**

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx>

**Answers to Pre-Bid Questions/Inquiries will be posted on the following document available for download at the following website:**

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-Answers.doc>

It is each bidder's sole responsibility to check the website for updates to pre-bid questions and answers before submitting its bid package to the Department.

5. **MODIFICATIONS TO THE BIDDING DOCUMENTS:** When it is deemed necessary to modify these bidding documents, the Department will only do so by written addendum. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. All issued addenda will be posted to the Department's Upcoming ITB's website and shall be automatically incorporated into the bidding/contract documents:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/UpITBs.aspx>

In addition to posting on the above website, the Department also may email addenda information out to all known bidders for convenience purposes only. The Department shall not be held responsible for a bidder's failure to receive the email with the addenda information. It is the sole responsibility of all interested bidders to diligently visit the above-listed website to see if any addenda have been issued prior to submitting their bid to the Department. Those interested in obtaining addenda information via email for a particular procurement must send the Department its request in writing to the following email address:

[Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov)

6. **PRE-BID CONFERENCES:** The Department reserves the right to hold mandatory or optional pre-bid conferences at its discretion. Conferences may be held either in-person or via webinar/phone conference formats. Bidders will be required to sign-in at all pre-bid conferences. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of a procurement, as a result of the pre-bid conference content, will be made by written addendum and publicly posted.

For mandatory pre-bid conferences, the Department requires that those companies intending on submitting a bid be in attendance for the entire duration of the pre-bid conference. Mandatory pre-bid conferences will officially begin five (5) minutes after the scheduled date and start time at the location specified in the Special Terms and Conditions. Those bidders not in attendance at that time will be considered ineligible to submit a bid. The conference will be considered adjourned and complete when a representative of the Office of Contract Sales, Purchasing Services section indicates so. To be considered in attendance and eligible to bid, a bidder must have at least one representative of the company in attendance. A single representative cannot be present on behalf of two or more companies (bidders). Each company (bidder) must send its own representative on behalf of their organization. It is the sole responsibility of the bidder to ensure that the representative follows the sign-in procedures to properly document the bidder's attendance. The Department shall not be held responsible for a bidder's failure to arrive at the meeting on time, properly sign-in, or failure to stay for the entire duration of the meeting.

7. **WHERE BIDS MUST BE DELIVERED TO:** [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov) - Paper bids will **NOT** be accepted.
8. **LATE BIDS:** A bid received after 1:00 p.m. eastern time, on the bid submission deadline (bid opening date) established, shall be deemed "Late" and will not be considered for award of this procurement. The late bid package will be marked as late, remain sealed, and will be kept in the Department's bid file to serve as official record of a late bid having been received.

Note: The Office of Contract Sales, Purchasing Services timeclock takes precedence over any other timekeeping device (e.g. cell phones, other ODOT clocks, wrist watches, etc.) and will be utilized by the Department to determine whether or not a bid was received by the 1:00 p.m. deadline.

9. **PUBLIC BID OPENING PROCEDURE:** Due to the current Covid-19 global pandemic, Public bid openings are suspended.
10. **BIDS FIRM:** Once opened, all bids are firm and cannot be altered by the bidder. Once a Contract is awarded and executed, the Vendor shall deliver all products and/or services at the bid prices and terms contained in the Contract. All submitted bids shall remain valid for a period of sixty (60) calendar days after the date of the public bid opening. Beyond sixty (60) calendar days, bidders will have the option to either honor their submitted bid or make a written request to withdraw their bid from consideration. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the sixty (60) day period.
11. **WITHDRAWAL OF BIDS:** A bidder may, by way of written notice to the Purchasing Services section, request to withdraw their bid response prior to the bid submission deadline. The request must be received

by the Purchasing Services Section PRIOR to the start of the public bid opening (beginning at 1:01 p.m.) on the date of the bid submission deadline. Such written notice must set forth the specific reasons for the bid withdrawal.

For requests to withdrawal a bid after the bid opening has begun, the bidder may request to withdraw their bid response from consideration if the unit bid price(s) submitted are unreasonably lower than the other bids received, provided the bid was submitted in good faith, and the reason for the unit bid price(s) being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw after the bid opening must be received by the Purchasing Services section within no later than forty-eight (48) hours of the scheduled bid opening.

The decision to allow a bid to be withdrawn is at the sole discretion of the Purchasing Services section. If the bid is to be awarded by category, lot, or group the withdrawal request will apply to all items within the category, lot, or group. All documents and conversations relating to any withdrawal request will become a part of the permanent bid file.

12. **MODIFICATION OF SUBMITTED BIDS PRIOR TO BID OPENING:** A bidder may request to modify their bid response prior to the scheduled date and time set for the public bid opening (i.e. bid submission deadline). To modify a bid response, the bidder must provide an alternate, complete bid package containing all required forms and necessary documents. The alternate bid package must have in the email subject line "REVISED".
13. **UNIT BID PRICES:** The unit bid price(s) submitted shall govern the award of this procurement unless otherwise specified in the bid evaluation criteria. The unit bid price should be entered for each required bid item on the Department's pricing page. Use of ditto marks, arrows, or other markings in lieu of the actual unit price may result in a non-responsive bid determination. Lot or group prices listed in the unit bid price area shall be considered as the unit price unless clearly identified as the lot price. Unless specifically allowed in the contract's terms and conditions, requests to change or alter unit bid prices after the public bid opening are prohibited.

The following requirements also apply to unit bid prices:

- a. **DECIMAL POINT:** Bidders should not insert a unit cost of more than two (2) digits to the right of the decimal point. Digit(s) beyond two (2) will be dropped and not recognized by the Department for the purposes of bid evaluation or contract award.
- b. **CREDIT CARD FEES:** Bidders must incorporate into their unit bid price(s) submitted all costs and fees associated with the State's use of a payment (credit) card.
- c. **DISCOUNTS:** While bidders may offer to the Department discounts for prompt payment and other similar incentives, discounts and incentives these will not be used to alter the submitted unit bid price(s) for purposes of bid evaluation and contract award. This section only applies to bids awarded to the lowest responsive and responsible bidder either by individual bid item or group of bid items and does not include bids which are awarded to all responsive and responsible bidders (i.e. Multiple Award Contracts).
- d. **MULTIPLE AWARD CONTRACTS:** Pursuant to Ohio Revised Code 5513.02, the Department may award Contracts to all responsive and responsible bidders for articles (i.e. bid items) meeting the general specifications provided. These are referenced by the Department as 'Multiple Award Contracts'. Unit bid prices submitted for Multiple Award Contracts shall be considered by the Department as an amount-not-to-exceed unit bid price for the entire duration of the Contract. These awarded, amount-not-to-exceed bid prices often do not reflect potential quantity discounts, freight discounts, nor other similar discounts/incentives offered periodically by a distributor, manufacturer, or supplier. Where like or similar bid items are being offered by two or more awarded Vendors (bidders) on the awarded Contract, the Department reserves the right to obtain quotes from all awarded bidders on the Contract in order to achieve the best and most up-to-date pricing available to the Department at the time of ordering.

e. **UNBALANCED BIDS:** The Department will not accept unit bid prices that are deemed to be either materially or mathematically unbalanced. The final determination of an unbalanced unit bid price shall be at the Department's sole discretion.

f. **TIE BID PROCESS:** If two or more responsive bids offer the same unit bid price, ODOT may break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given up to three (3) business days to submit a written revised unit price for the affected item or items. Bidders are not required to submit a revised unit price. In the event a tie still exists after the above-prescribed deadline has passed, ODOT will schedule a coin flip to be conducted in the presence of both bidders. The winner of the coin flip will be deemed awarded the affected bid item(s).

14. **RESPONSIVE BIDDER:** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.
15. **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS:** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Department either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Department.
16. **BIDDER RESPONSIBILITY:** The Department will only award this procurement to what it deems to be a responsible bidder. The Department's determination of a bidder's responsibility includes, but is not limited to, the following factors:
  - a) experience of the bidder;
  - b) bidder's financial condition;
  - c) bidder's conduct and performance on previous contracts;
  - d) the bidder's facilities;
  - e) the bidder's management skills;
  - f) the bidder's employees;
  - g) past experience and/or quality of bidder's proposed subcontractors;
  - h) the bidder's ability to execute the contract;
  - i) review of Federal and Department debarment lists;
  - j) bidder has history of successful performance on contracts of similar size and scope; and
  - k) current or impending legal actions against a bidder.
17. **APPARENT CLERICAL MISTAKES:** Clerical mistakes apparent on the face of the bid may be corrected, at the Department's discretion, before contract award. The Department first shall obtain from the bidder a verification of the information intended and will attach written verification of the mistake by the bidder in the contract file and award documents. Example of apparent clerical mistakes are:
  - (1) Obvious misplacement of a decimal point or comma;
  - (2) Obvious incorrect discount factor; or
  - (3) Transcription error in Part Number.
18. **ADDITIONAL INFORMATION:** The Department reserves the right to request additional information to evaluate a bidder's responsiveness to the procurement's requirements and/or to evaluate a bidder's overall responsibility. These requests may require the bidder's submission of confidential materials (e.g. financial statements). If a bidder does not provide all of the requested information within the prescribed timeframe, the Department may find the bid non-responsive and ineligible for award.

19. **PRODUCT SAMPLES:** The Department may require bidders, by procurement or by request during bid evaluation, to provide sample supplies or equipment or examples of work, at the Bidder's expense. Samples must clearly identify the Bidder, the bid number, and the item the sample represents in the bid. The Department will return samples that are not destroyed by testing, at the Bidder's expense, upon the Bidder's timely request. The Department may keep the samples of the Bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this procurement will not be evaluated and the Department may dispose of them in any way it chooses.
20. **SPECIFICATIONS:** The Department is authorized by Sections 5513 and/or 125.02(B) of the Ohio Revised Code to prepare specifications and establish contracts to obtain the supplies, equipment, and/or services referenced within this procurement. The purpose of the provided specifications is to describe the supplies, equipment, and/or services to be purchased and will serve as a fair and equitable basis for comparison of submitted bids. The Department may use any form of specification it determines to be in the best interest of the Department and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification or a combination thereof. If the department determines that a design, performance or a combination specification is not in the best interest of the Department, it may use brand name or equal specifications.

Unless otherwise specified in this procurement, all products, equipment, supplies, etc. offered by bidders must be in a new condition. A 'new' product is one that will be first used by the Department after it has been manufactured or produced. Used, reconditioned, or previously titled products, supplies, or equipment will not be considered for award of this procurement.

The Department uses qualified products list (QPL) and/or approved products lists (APL) developed by either itself or other qualified institutions to specify acceptable products and supplies that have been through proper application and testing procedures to verify conformance with technical and/or performance specifications. Where the Department requires products and supplies to be included on a specific QPL/APL listing, the Department will not accept bids for products/supplies that are not included on a specified QPL/APL at the time of public bid opening.

A bidder may not be compensated for damages arising from inaccurate or incomplete information in the procurement specifications or from inaccurate assumptions based upon the specifications.

21. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Department, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, or suitability for the purpose intended, may be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Department to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product being offered is an equivalent product, such bid will be considered to offer the exact brand, make, or manufacturer name referenced in the bid solicitation.

22. **DEVIATIONS:** Statements or modifications made by a bidder in their submitted bid package that deviate from this procurement's terms, conditions, specifications and requirements may render a bid non-responsive and ineligible for award.

Acceptance of any deviations or modifications will be confirmed by the Department in writing, if accepted. If the Department does not specifically approve submitted deviations or modifications in writing, an award of this procurement shall not constitute acceptance of the bidder's submitted modifications.

23. **ESTIMATED QUANTITIES:** Any purchase estimates indicated for bid item(s) are to be considered as estimates only. The Department makes no representation or guarantee as to the actual amount of item(s) to be purchased by the Department or Political Subdivisions.



24. **OVERLAPPING CONTRACT ITEMS:** The products and/or services included in this solicitation may be available from other State of Ohio contracts and/or other contracts made available for the Department's use. The existence of these contracts containing like or similar products and/or services could be either known or unknown to the Department at the time this procurement has been published. Unless otherwise stated in this contract, the Department may acquire these products and/or services from any available source. The Department will make purchases from sources that are deemed to be in the best interest of the Agency.
25. **REJECTION/PARTIAL AWARD OF BIDS:** The Department reserves the right to reject any or all bid responses, award partial contracts, or choose to rebid when:
- (1) Product, supplies and/or services are not in compliance with the requirements, specifications, and terms and conditions set forth in this procurement; or
  - (2) Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the Department; or
  - (3) Only one bid is received, and the Department cannot determine the reasonableness of the bid prices submitted; or
  - (4) It is determined that the award of any or all items would not be in the best interest of the Department; or
  - (5) The Department, in its opinion, did not achieve the desired amount of competition amongst qualified bidders for the products, supplies, and/or services being offered in the bid solicitation; or
  - (6) Inadequate or ambiguous specifications were cited in the bidding documents; or
  - (7) The Department determines that specifications and/or requirements were missing from the bidding documents; or
  - (8) A bidder imposes additional terms and conditions against the Department.
26. **NOTICE TO BIDDERS OF REJECTED BIDS:** When the Department deems it necessary to reject a bid, the Department will notify each affected bidder and the reasons for such actions.
27. **BID PROTESTS:** Any apparent low bidder either deemed not responsible or whose bid has been deemed non-responsive shall be notified by the Department of that determination and the reasons for it. The notification will be provided by the Department in writing and sent by U.S. mail and at the email address provided on the front cover of the bidder's bid. The bidder will have five (5) calendar days after receipt (by mail or email confirmation) of this notification to file a written, valid protest of the Department's determination. A valid written protest must contain substantive information and evidence so as to refute the Department's asserted claims against either the bid's responsiveness or bidder's responsibility, whichever apply. The Department will only review and respond to valid written protests containing substantive information and evidence. After review of the valid written protest, the Department will either affirm or reverse its original determination.
- If a valid written protest is not received by the Department within five (5) calendar days of receipt, the Director of ODOT will move forward awarding the Contract and the affected bidder will have effectively waived its right to protest the Department's decision. For the purposes of this paragraph, "receipt" shall be defined as verification (via either certified mail return receipt or electronic read or delivery receipt) that the apparent low bidder has received the Department's written determination against the affected bidder. Upon the bidder's receipt, the five (5) calendar day response deadline shall commence.
28. **DELAYS IN CONTRACT AWARD:** Delays in the award of this procurement beyond the anticipated Contract start date may result in a change in the contract period as indicated in the Special terms and conditions of this bid solicitation. In these instances, ODOT shall reserve the right to award a contract

covering a period equal to or less than the initial contract term than originally specified in this bid solicitation.

29. **CONTRACT AWARD AND FORMATION:** Successful bidder(s) will receive via U.S. regular mail and/or email a Notice of Contract Award letter as well as a photocopy version of the Signature Page executed by both Parties. These documents shall serve to form the Contract between the Parties. The Signature Page must be executed by both the bidder and the Director of ODOT for the Contract to be deemed valid and enforceable. The Department will maintain in the Contract file the Signature Page document containing each parties' original signature(s).

Upon award of a procurement, the bid invitation number (e.g. Invitation No. 999-16) will subsequently become the number assigned to the resulting Contract (e.g. ODOT Contract number 999-16) and will be referenced by the Department in all matters and documents related to said Contract.

Upon award of a procurement, successful bidders will thereafter be referenced as "Vendor" or "Contractor" by the Department in all matters and documents related to the resulting Contract.

30. **PUBLIC POSTING OF AWARDED CONTRACTS:** All Contracts awarded by the Office of Contract Sales, Purchasing Services section are posted to the Department's website and open for public review. Successful bidders and awarded Contract pricing can be found by viewing the Contract's award tab (Excel file). Award tabs can be accessed via the following website:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseCurrentContracts/CurrentKs.aspx>

31. **PUBLIC RECORD:** All opened bids and their contents are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To expedite and properly respond to such public records requests, a written request must be submitted to the Department. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored after a Contract has been executed.

Bidders may request that specific information, such as trade secrets or proprietary data, be designated as confidential and not considered as public record. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment cannot be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department.

Requests to view previously submitted bids must be submitted in writing to either of the following addresses:

[Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov)  
Ohio Department of Transportation  
Office of Contract Sales, Purchasing Services  
1980 West Broad St. Mail Stop 4110  
Columbus, OH 43223

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**State of Ohio, Department of Transportation (ODOT)  
Office of Contract Sales, Purchasing Services**

**GENERAL DEFINITIONS**

(Last revised 11/30/2020)

When used in this procurement or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.
2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.
3. BIDDER: The company and/or authorized representative of the company who has signed and is submitting a bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid. The term bidder, proposer, contractor, or vendor may be used interchangeably in this document.
4. DEPARTMENT: Ohio Department of Transportation
5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
6. F.O.B. PLACE OF DESTINATION: meaning the Vendor pays, and includes the cost of such in their bid, and bears the risk for the transportation/delivery of goods delivered to the specified locations provided by the Purchaser.
7. PROCUREMENT/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation and award of the bidder's response, the procurement then becomes the contract between ODOT and the successful bidder, both governed by the laws of the State of Ohio.
8. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.
9. LOWEST RESPONSIVE\RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.
10. MINORITY BUSINESS ENTERPRISE (MBE): means an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups. Only businesses certified by the State of Ohio Equal Opportunity Division in accordance with Section 123.151 of the Ohio Revised Code shall be recognized as being MBE certified within the purpose of this invitation.
11. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

13. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
14. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.
15. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.
16. SUPPLIES: Provisions and items normally considered expendable or consumable.
17. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Director of ODOT, or if such unbalanced prices are contrary to the interest of the department.
18. VENDOR: The bidder who, upon awarding of a contract, then becomes a Vendor who is considered to be a primary source for providing the goods and/or services included in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.
19. SUBVENDOR/SUBCONTRACTOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

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**State of Ohio, Department of Transportation (ODOT)  
Office of Contract Sales, Purchasing Services**

**STANDARD CONTRACT TERMS AND CONDITIONS**

(Last Revised 11/30/20)

1. **HEADINGS:** The headings used in this Contract are for convenience only and shall not be used to affect the interpretation of any of the Contract terms and conditions.
2. **ENTIRE CONTRACT:** This Contract consists of the complete procurement, including the Instructions, Terms and Conditions for Bidding, these Standard Contract Terms and Conditions, the Special Contract Terms and Conditions, ODOT Cooperative Purchasing Program Requirements, mutually executed Signature Page, Specifications and Requirements, awarded unit bid pricing, and any written addenda to the procurement; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").
3. **APPROPRIATION OF FUNDS.** Pursuant to the Constitution of the State of Ohio, Article II Section 22, ODOT's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and ODOT will have no further obligation to make any payments and will be released from its obligations on the date funding expires.

The current Ohio General Assembly cannot commit a future Ohio General Assembly to a future expenditure. If the term of this Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Vendor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

4. **OBM CERTIFICATION:** None of the rights, duties, or obligations in this Contract will be binding on the Department, and the Vendor will not begin its performance, until all of the following conditions have been met:
  1. All statutory provisions under the O.R.C., including Section 126.07, have been met; and
  2. All necessary funds are made available by the Ohio Office of Budget and Management; or
  3. If ODOT is relying on Federal or third-party funds for this Contract the ODOT gives the Vendor written notice that such funds have been made available.
5. **CONTRACT MODIFICATIONS:** Amendments or modifications to this Contract must be executed in writing between the parties and signed by the Director of ODOT. Amendments or modifications to this Contract made between the Vendor and other Department personnel shall be void and unenforceable.
6. **CONTRACT CONSTRUCTION:** Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Department. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.
7. **GOVERNING LAW / SEVERABILITY:** 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. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
8. **ASSIGNMENT / DELEGATION:** The Vendor will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the Director of ODOT. Any assignment or delegation not consented to may be deemed void by the Department.

9. **PLACEMENT OF ORDERS/METHODS OF PAYMENT:** The Department shall use either State of Ohio Purchase Order or State of Ohio Payment Card (i.e. credit card) to authorize performance under this Contract and to issue payments for supplies, products, and/or services acquired. Vendors are required to accept both forms of payment. For Department purchases over \$2,500.00, an official State of Ohio purchase order must be generated and obtain approvals from the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation prior to its effectiveness. An approved State of Ohio purchase order will be sent to the Vendor and the Vendor will provide the goods and/or services listed on the ordering documents and in accordance with the Contract's terms and conditions. Any order placed not using an approved ODOT purchase order or against a State payment card, shall not be considered a valid order and may result in denial of payment and/or return of goods at the Vendor's expense.
10. **ACCEPTANCE OF ORDERS:** The Vendor must accept orders placed by the Department pursuant to this Contract up through the last day of the Contract's effectiveness, inclusive of any contract extensions exercised or agreed-upon between the Parties.
11. **BLANKET PURCHASE ORDERS:** The Department utilizes blanket purchase orders to pre-authorize funding for use on Contracts containing bid items that, due to the urgent nature of maintaining the Department's highways and facilities, are critical to the Department executing its mission and objectives. The generation of blanket purchase orders are not used by the Department to place a specific order, rather as a means to make funding more readily available for use when Contract items are needed. The Vendor shall keep all blanket purchase orders on file and make them readily available for use by Department personnel to place orders against. When placing orders against a blanket purchase order, the Department will telephone or email orders referencing the blanket purchase order and its associated ODOT purchase order number. All of the Contract's terms and conditions shall apply to the Department's orders referencing a blanket purchase order.

For all blanket purchase orders, quantities and amounts to be purchased from these purchase orders is unknown by the Department and Vendors must not construe these purchase orders as a commitment to purchase a specific amount of goods and/or services. Accordingly, the Department reserves the right to increase or decrease the available funding on these blanket purchase orders at its discretion.

12. **DELIVERY INSPECTION AND ACCEPTANCE:** Upon pick-up or delivery of any supplies, products, and/or services, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. ODOT shall have sufficient and reasonable time to fully inspect supplies and/or services for compliance. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, ODOT shall notify the Vendor for removal/replacement of the product and/or service at the Vendor's expense. ODOT shall retain all rights and remedies as described herein. Wherein products ordered by ODOT are delivered to a facility, which is not owned by ODOT and where ODOT has contracted with this facility to take delivery of products ordered by ODOT, acceptance will occur when the products have been inspected and accepted by ODOT within a reasonable amount of time after delivery to the facility. ODOT shall not be responsible for any storage costs incurred prior to the inspection and acceptance.
13. **RETURN GOODS POLICY:** The Department will apply the following Return Goods Policy on all purchases made under the Contract:
  - (A) Return goods, when due to Vendor debar (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Vendor, at the Vendor's expense. The Vendor shall make arrangements to remove the return goods from the Department's premises within five (5) calendar days after notification. The Vendor shall not apply any restocking or other charges to the Department. At the option of the Department, replacement items may be accepted and will be shipped within five (5) calendar days of notification. Failure of the Vendor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Department will dispose of accordingly.

(B) For orders of custom manufactured items, the Vendor will provide a production sample of the item to the Department for acceptance. The production sample will be identical to the item to be provided. The Department will provide written acceptance of the item prior to the Vendor continuing with production. Once delivery and acceptance has been completed and the Department determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Vendor. If the Vendor agrees to the return of these items, the Department will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the Department and subsequent return of goods to the location designated by the Vendor. The Vendor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Vendor. Failure of the Vendor to provide a production sample and obtain written approval from the Department will result in the Vendor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to Department error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Vendor if notice is given by the Department within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The Department will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Vendor. The Vendor may assess a restocking fee (not to exceed 10%) associated with the return of the items to the location designated by the Vendor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Vendor.

14. **PRODUCT RECALLS:** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any Department or Federal regulatory agency, the Vendor shall be responsible to notify the ODOT Office of Contract Sales, Purchasing Services section and all other ordering agencies/entities within two business days after notice has been given. Vendor shall, at the option of the Department, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Vendor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.
15. **PRODUCT SUBSTITUTION:** In the event a specified product listed in the Contract becomes unavailable or cannot be supplied by the Vendor for any reason (except as provided for in the Force Majeure clause), a product deemed in writing by the Department to be equal to or better than the specified product must be substituted by the Vendor at no additional cost or expense to the Department. Unless otherwise specified, any substitution of product prior to the Department's written approval may be cause for termination of Contract.

The Department reserves the right to deny any substitution request that it is deemed to not be in the best interest of the Department. In these instances, the Department may seek substitute products from another supplier and assess the difference in cost, if any, as damages against the Vendor for their material breach.

16. **INVOICE REQUIREMENTS:** The Vendor must submit an original, proper invoice to the office designated on the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information: 1. The ODOT purchase order number authorizing the delivery of products or services. 2. A description of what the Vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. 3. The Contract number pursuant to the deliverable.

17. **DEFECTIVE INVOICES:** In the event the Department is in receipt of defective or improper invoices, the Department shall postpone payment pursuant to Section 126.30 of the Ohio Revised Code. Invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.
18. **PAYMENT DUE DATE:** 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, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.
19. **INSURANCE POLICIES:** By way of provision in this Contract to maintain specific minimum levels of insurance coverage(s) (e.g. Commercial General liability, Auto liability, Public liability, Property Damage, etc.), the Vendor shall provide to Department upon request evidence of such insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished by the Vendor within two (2) business days and on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy. The Certificate of Insurance or certified copy of the policy must contain an endorsement naming the State of Ohio, Department of Transportation, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the Department under this Contract, at no cost to Department. Vendor shall notify the Department within ten (10) calendar days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Vendor shall provide to the Department evidence of a replacement policy at least five (5) calendar days prior to the effective date of such cancellation, expiration, or reduction in coverage.

All required insurance policies shall be maintained at Vendor's sole expense and in full force for the complete term of the Contract, including any warranty periods. Reference 107.12 the Construction & Materials Specification handbook.

20. **TAXATION:** ODOT is exempt from federal excise taxes and all Department and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.
21. **CONTRACT TERMINATION:** If a Vendor fails to perform any one of its obligations under this Contract, it will be in breach of contract and the Department may terminate this Contract in accordance with this section. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Department.

a. **Termination for Breach.** If Vendor's breach is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Vendor.

b. **Termination for Un-remedied Breach.** If Vendor's breach may be cured within a reasonable time, the Department will provide written notice to Vendor specifying the breach and the time within which Vendor must correct the breach. If Vendor fails to cure the specified breach within the time required, the Department may terminate the Contract. If the Department does not give timely notice of breach to Vendor, the Department has not waived any of the Department's rights or remedies concerning the breach.

c. **Termination for Persistent Breach.** The Department may terminate this Contract by written notice to Vendor for defaults that are cured, but persistent. "Persistent" means three or more breaches. After the Department has notified Vendor of its third breach, the Department may terminate this Contract without providing Vendor with an opportunity to cure. The three or more breaches are not required to be related to each other in any way.

d. **Termination for Endangered Performance.** The Department may terminate this Contract by written notice to the Vendor if the Department determines that the performance of the Contract is endangered through no fault of the Department.



e. **Termination for Financial Instability.** The Department may terminate this Contract by written notice to the Vendor if a petition in bankruptcy or a Federal or State tax lien has been filed by or against the Vendor.

f. **Termination for Delinquency, Violation of Law.** The Department may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.

g. **Termination for Subcontractor Breach.** The Department may terminate this Contract for the breach of the Vendor or any of its subcontractors. The Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Department for any liability to them. Subcontractors will hold the Department harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.

h. **Termination for Vendor's Failure to Pay Material Suppliers.** Pursuant to Section 4113.61 of the Ohio Revised Code, Vendors shall promptly pay material suppliers, within ten (10) calendar days of receipt of payment from the State of Ohio, for materials ordered and delivered as a result of this contract. A Vendor unable to furnish bid items because of non-payment issues related to a material supplier shall constitute grounds for the Director of ODOT to terminate this contract immediately. A Vendor may, at the discretion of the Department, be given an amount of time, amount shall be specified by the Department in writing, to furnish past due payment to the material supplier before termination shall occur.

j. **Failure to Maintain MBE Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Vendor to maintain certification as a MBE. If the Vendor fails to renew its certification and/or is decertified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

k. **Failure to Maintain Licensure.** The Vendor's failure to maintain the proper license(s) to perform the services or provide the goods prescribed by this Contract shall be grounds to terminate this Contract without prior notice.

l. **Qualified Products Listing and Approved Products Listing.** Any products or supplies removed from a specific qualified products listing/approved product listing, by either the Department, government, or governing body throughout the duration of the Contract shall be removed from the Contract effective on the date of removal from the respective listing.

22. **NOTICE OF BREACH:** Each party of this Contract has an obligation to provide written notice when it is determined by one party that the other party is in default of this Contract. A notice of ODOT's default of this Contract must be sent to the Procurement Manager of the ODOT Office of Contract Sales.

23. **CONTRACT SUSPENSION:** A Vendor who fails to perform any one of its obligations under this Contract will be in breach. In these instances, ODOT may choose to suspend the Vendor from the contract rather than terminate the Contract.

In the case of a suspension for ODOT's convenience, the amount of compensation due the Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for ODOT's convenience or the Vendor may be entitled to compensation for work performed

before the suspension, less any damage to ODOT resulting from the Vendor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Vendor's receipt of the notice. The Vendor will immediately prepare a report and deliver it to ODOT which will include a detailed description of work completed, percentage of project completion, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.

24. **CANCELLATION FOR CONVENIENCE:** The Department reserves the right to cancel and terminate this Contract, in whole or in part, without penalty, upon thirty (30) days written notice to an awarded vendor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period and upon a minimum of sixty (60) days written notice to the other party. Cancellations exercised in accordance with this section shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
25. **CONTRACT DAMAGES:** The Department may assess, at a minimum but not limited to, the following damages against a Vendor:
  - A. **ACTUAL DAMAGES:** Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor's breach. The Department may substitute supplies or services, from a third party, for those that were to be provided by Vendor. In accordance with Ohio Revised Code §5513.05(c), the Department may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's breach, from Vendor.
  - B. **LIQUIDATED DAMAGES:** If actual and direct damages are uncertain or difficult to determine, the Department may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the breach for every day that the breach is not cured by the Vendor. If Delay of the cure is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date(s) shall be at the sole discretion of ODOT.
  - C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE:** The Department may deduct all or any part of the damages resulting from Vendor's breach from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the Department.
  - D. **INCIDENTAL/CONSEQUENTIAL DAMAGES:** Pursuant to Section 5513.05 of the Ohio Revised Code, the Department may recover from a Vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code, incurred by the Department in promptly obtaining the conforming articles.
26. **CONTRACT TERM EXTENSIONS:** ODOT reserves the right to unilaterally extend this Contract up to one (1) calendar month beyond the original contract expiration date at the original unit bid prices awarded. Contract extensions beyond one (1) calendar month shall be executed by means of written, mutual agreement with the Contract Vendor, but in no instance with the Contract be extended beyond the biennium unless it is procured as a multi-year contract stating an option for biennial extension.
27. **FIRM, FIXED PRICE CONTRACT:** Unless otherwise specified in the bidding documents, this Contract is a Firm, Fixed-Price Contract. The Vendor will be required to provide to the Department with the materials, supplies, equipment and/or services at the awarded bid price(s) for the entire duration of the contract, and any extensions thereto.
28. **FORCE MAJEURE:** If the Department or Vendor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term

“force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events.

29. **EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.
30. **ANTITRUST ASSIGNMENT TO THE DEPARTMENT:** Vendor assigns to the State of Ohio, through the Department of Transportation, all of its rights to any claims and causes of action the Vendor now has or may acquire under Department or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Vendor’s suppliers and subcontractors.
31. **CONFIDENTIALITY:** The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Vendor may not disclose any information obtained by it as a result of this Contract, without the written permission of the Department. The Vendor must assume that all Department information, documents, data, records or other material is confidential.

The Vendor’s obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Vendor’s possession before disclosure by the Department, and it was received by the Vendor without the obligation of confidence; (2) is independently developed by the Vendor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Vendor from a third party without an obligation of confidence; (5) is disclosed by the Vendor with the written consent of the Department; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Vendor (a) notifies the Department of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Vendor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the Department’s may cause the Department irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the Department shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

32. **DRUG-FREE WORKPLACE:** The Vendor agrees to comply with all applicable Department and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on Department property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
33. **WORKERS’ COMPENSATION:** Workers’ compensation insurance, as required by Ohio law or the laws of any other Department where work under this Contract will be done. The Vendor will also maintain employer’s liability insurance with at least a \$1,000,000.00 limit.
34. **OHIO ETHICS LAW:** Vendor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
35. **PUBLICITY:** The Vendor will not advertise that it is doing business with the Department or use this Contract as a marketing or sales tool without prior, written consent of the Department. This provision includes marketing or sales tools related to the ODOT Cooperative Purchasing Program.
36. **STRICT PERFORMANCE:** 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 construed as a waiver of any such term and either party may at any time demand strict and complete performance by the other party.

37. **SUBCONTRACTING.** The Department recognizes that it may be necessary for the Vendor to use subcontractors to perform portions of the work under the Contract. In those circumstances, the Vendor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Vendor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Department reserves the right to reject any subcontractor submitted by the Vendor. All subcontracts will be at the sole expense of the Vendor and the Vendor will be solely responsible for payment of its subcontractors. The Vendor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Vendor will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Vendor will be the sole point of contact with regard to all contractual matters.
38. **SURVIVORSHIP:** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
39. **GENERAL REPRESENTATIONS AND WARRANTIES:** The Vendor warrants that the recommendations, guidance, and performance of the Vendor under this Contract will:
1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
  2. No services, products or supplies will infringe on the intellectual property rights of any third party.
  3. All warranties are in accordance with Vendor's standard business practices attached.
  4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Vendor's activities under this Contract, the Vendor warrants that:
  5. The Vendor has the right to enter into this Contract.
  6. The Vendor has not entered into any other contracts or employment relationships that restrict the Vendor's ability to perform under this Contract.
  7. The Vendor will observe and abide by all applicable laws and regulations, including those of the Department regarding conduct on any premises under the Department's control.
  8. The Vendor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the Department.
  9. The Vendor has the right and ability to grant the license granted in products or supplies in which title does not pass to the Department. If any services of the Vendor or any products or supplies fails to comply with these warranties, and the Vendor is so notified in writing, the Vendor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Vendor will also indemnify the Department for any direct damages and claims by third parties based on breach of these warranties.
40. **VENDOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY:** Vendor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void ab initio.
41. **LIMITATION OF LIABILITY:** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the Vendor agrees that the Vendor shall be liable for all direct damages due to the fault or negligence of the Vendor.

42. **INDEMNITY:** The Vendor will indemnify the Department for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Vendor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Vendor, its employees, agents, or subcontractors. Reference 107.12 the Construction & Materials Specification handbook, if applicable for this product or service.

The Vendor will also indemnify the Department against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the Department's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the Department has modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The Department agrees to give the Vendor notice of any such claim as soon as reasonably practicable and to give the Vendor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Department Attorney General. If a successful claim of infringement is made, or if the Vendor reasonably believes that an infringement claim that is pending may actually succeed, the Vendor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing;
2. Replace products or supplies with an equivalent or better item;
3. Acquire the right for the Department to use the infringing products or supplies as it was intended for the Department to use under this Contract; or
4. Remove the products or supplies and refund the fee the Department paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the Department.

43. **AUDITS:** The Vendor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Vendor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Vendor agrees to provide the Department, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Vendor involving transactions related to this Contract. The Vendor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractor to agree to the same provisions of this Article. The Vendor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Vendor must provide access to the requested records no later than (5) five business days after the request by the Department or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the Department or any other provider of funds for the Contract, the Department or other party will be entitled to recover damages, as well as the cost of the audit.

44. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** It is fully understood and agreed that Vendor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Transportation. Vendor 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, Vendor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

**TRADE:** Pursuant to R.C. 9.76(B), Vendor warrants that Vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

45. **EXECUTIVE ORDER 2019-12D:** The Vendor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract, shall sign and require its subcontractors (if any) to sign the attached "Standard Affirmation

and Disclosure Form,” and shall perform no services required under this Contract outside of the United Departments. The Executive Order is incorporated by reference and also is available at the following website: ([https://procure.ohio.gov/pdf/EO2019-12D/Executive\\_Order\\_2019\\_12WEB.pdf](https://procure.ohio.gov/pdf/EO2019-12D/Executive_Order_2019_12WEB.pdf))

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

**46. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:**

Vendor agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the Work. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work on account of race, color, religion, sex (including pregnancy, gender identification and sexual orientation), age, disability, military status, national origin, or ancestry.

During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the Federal Requirements as follows:

1. Vendor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).
3. Vendor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Vendor shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Vendor’s compliance with Title VI.
4. Compliance with Regulations: The Vendor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
5. Nondiscrimination: The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the

Regulations as set forth in section 10. below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

6. Solicitations for Subcontractors, including procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Vendor of the Vendor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.
7. Information and Reports: The Vendor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of the Vendor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Vendor under the contract until the Vendor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
9. Incorporation of Provisions: The Vendor will include the provisions of sections 1. through 9. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Vendor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest, consultants and sub-contractors, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

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**State of Ohio, Department of Transportation (ODOT)  
Office of Contract Sales, Purchasing Services**

**SIGNATURE PAGE**

**Procurement #252-22**

**Commodity/Service: AV Accessible Vans**

This Signature Page must be completed and submitted with a Bidder's sealed bid package to serve as acknowledgement to the Department that the Bidder understands and will comply with all terms, conditions, and requirements in submitting a response for the above-referenced procurement.

Furthermore, the execution and submission of this Signature Page shall serve as acknowledgment that the Bidder will enter into a Contract with the State of Ohio, Department of Transportation if selected for award of the above-referenced procurement, and understands, upon Contract award, it shall be bound by all terms and conditions included in this procurement.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal response and is authorized to execute Contracts on such Company's behalf.

(Please execute below)

Company (Bidder) Name: \_\_\_\_\_

Original Signature: \_\_\_\_\_

Print Name of Officer: \_\_\_\_\_

Title of Signing Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR USE BY THE OHIO DEPARTMENT OF TRANSPORTATION ONLY:**

Pursuant to Section 30 of the Instructions, Terms and Conditions for Bidding, a signature below by the Director of ODOT shall serve as the Department's formal acceptance of the bidder's offer and will effectively form ODOT Contract 252-22 between the State of Ohio, Department of Transportation and the above successful bidder (company):

**Nathan Fling, Signing on behalf of Director of Transportation, Jack Marchbanks**

**Jack Marchbanks, Ph. D.  
Director  
State of Ohio, Department of Transportation**