

Invitation No.: 260A-20
 Location: CO, D5, D6, D7
 Commodity: Comprehensive pest control services
 Multiple Award
 Pricing: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/260Apricing.xls>

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):
September 12, 2019 at 2:00 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:	
Contact Person and Phone Number: (authorized to answer questions about your company's bid)	
E-Mail Address (required): (person who filled out bid)	
E-Mail Address (required): (for notification of future bid opportunities)	

Telephone Number	800 Number	Fax Number

Return Properly Marked, Complete Bid Packages To:

Ohio Department of Transportation
 Office of Contract Sales, Purchasing Services, 1st floor
 1980 West Broad St. Mail Stop 4110
 Columbus, OH 43223

BIDDERS MUST SUBMIT ANY QUESTIONS, CLARIFICATIONS, OR INQUIRIES REGARDING THIS INVITATION TO BID VIA THE FOLLOWING WEBSITE:

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

Contents

REQUIREMENTS/SPECIFICATIONS.....	2
State of Ohio, Department of Transportation (ODOT).....	13
Terms and Conditions for Submitting Excel Pricing File in Bid Package	13
INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING	14
GENERAL DEFINITIONS.....	22
STANDARD CONTRACT TERMS AND CONDITIONS	24
DISTRICT 5 MAP	36
DISTRICT 6 MAP	37
DISTRICT 7 MAP	38
SIGNATURE PAGE.....	39

ITB 260A COMPREHENSIVE PEST MANAGEMENT SERVICES 08/29/2019

REQUIREMENTS/SPECIFICATIONS

Section 1: Intent

The intent of this invitation to bid is to establish contracts with pest control contractors to provide comprehensive pest control services including routine inspections and treatment and corrective and/or emergency services for the Ohio Department of Transportation Central Office Facilities in Franklin County, District 5 locations in Coshocton, Fairfield, Guernsey, Knox, Licking, Muskingum and Perry counties, District 6 Facilities located in Delaware, Fayette, Franklin, Madison, Marion, Morrow, Pickaway and Union counties, and District 7 Facilities located in Auglaize, Champaign, Clark, Darke, Logan, Mercer, Miami, Montgomery and Shelby counties (a complete listing of site locations with addresses is listed at the end of these specifications in Section 15: Site Locations), all in accordance with the enclosed terms, conditions and specifications. Vendor shall provide all labor, equipment, material, and incidental items necessary to perform the required services, all in accordance with specifications terms and conditions contained herein.

Section 2: Contract Duration

The effective duration of this agreement shall be from the date of award through **August 31, 2021**.

Section 3: Multiple Award

Due to the wide variety of pest control services and specific competencies required, the Department will accept and make an award to all responsive and responsible bidders. All awarded bidders will be eligible to perform any of the services outlined in these specifications when requested to do so by the Department.

This contract will be utilized on a routine, corrective and/or emergency basis by the Department and nothing in these specifications should be construed by bidders as a guarantee that any of the services outlined herein will be contracted.

Section 4: Site Conditions

If you need to familiarize your company with current site conditions, contact the appropriate District Facilities Program Administrator or their designee, between the hours of 7:30 A.M. and 3:30 P.M. Monday thru Friday, excluding State holidays.

District	Address	Contact	Email	Telephone
5	9600 Jacksontown Rd, Jacksontown, OH 43030	Bob Roahrig	bob.roahrig@dot.ohio.gov	740-323-5150
6	400 East William St., Delaware, Ohio 43015	Karl Newman	karl.newman@dot.ohio.gov	740-833-8238
7	1001 St. Mary's Ave. Sidney, OH 45365	Ryan Noll	ryan.noll@dot.ohio.gov	937-497-6730
CO	1980 West Broad Street, Columbus, OH 43223	Todd Efke	todd.efkeman@dot.ohio.gov	614-466-3381

Section 5: General Requirements

- The awarded vendor(s) will be required to maintain a file of all maintenance work performed for the life of the contract. The owners are to have a copy of the work performed immediately upon completion, for their records. The description of the work performed, or items checked shall have enough detail to meet compliance requirements and allow the owner to maintain an accurate record of maintenance.
- The contractor shall be responsible for any act or neglect of their employees when performing work under this contract. The contractor's employees shall observe the rules and regulations of the facility when engaged in work under this contract on the facility's premises and those adjacent private or public properties.

- The vendor shall bring all tools, chemicals, and materials, etc., with them to each service call and take all items with them when finished. No on-site storage shall be provided by ODOT.
- All work shall be performed as to not interfere with building operation or such interference is kept to a minimum. The vendor shall leave all areas neat and clean when finished.
- The contracted services provided must be performed in a workmanlike manner by properly trained personnel and shall conform to the highest professional standards.
- All vendors must have enough properly trained employees on active payroll and an adequate number of supervisory personnel to guarantee satisfactory performance of this contract. All work must be performed by trained and competent personnel qualified to perform the services contained herein. These personnel must be under the guidance of a supervisor that is a direct employee of the Vendor. The vendor shall be regularly engaged in the business of providing the services described herein.
- Upon completion of services, the contractor's team shall leave the systems in satisfactory operation; if not in operation, the team shall contact the appropriate District Facilities Program Administrator or their designated representative and state why the system is inoperative, and what must be done to put into satisfactory operation.
- It shall be understood that, from time to time sites may be opened or closed during the life of the contract. Any potential changes in service locations and revised pricing, where applicable, shall be mutually agreed upon by the District Facilities Program Administrator or their designated representative, the awarded vendor and the Department and shall be included in or removed from the contract.
- All work must be performed between the hours of 6:00 a.m. and 4:00 p.m. Monday thru Friday excluding state holidays. Work at other than these hours or days of the week must be arranged in advanced and pre-approved by the appropriate District Facilities Program Administrator or their designee. If ODOT directs and requires the vendor to perform work outside of normal work hours (nights, weekends, or holidays), the vendor shall be entitled to compensation in the form of overtime pay due to its employees. These overtime hours shall be computed and paid at one and a half times the normal hourly rate by trade.
- Communication must be maintained between all parties in a continual, prompt, and respectful manner during the entirety of the effective duration of the resulting contract.
- In accordance with OSHA 29 CFR 1910.1200 Hazard Communication Standard a chemical inventory listing all products used, manufacturers name, and copies of Material Safety Data Sheets/Safety Data Sheets (MSDS/SDS) used in performing work outlined in these specifications shall be maintained by the vendor and available when work is being performed. In case of an emergency both the inventory and MSDS/SDS must be readily accessible. All chemical product containers must be properly labeled.
- The Vendor shall always provide and utilize Personal Protective Equipment (PPE) for their employees as appropriate. PPE includes but is not limited to substantial footwear, eye and face protection, hearing protection, and gloves

Section 6: Scope of Service

Pest control services are defined as a process for achieving long-term, environmentally sound pest control using a variety of technological and management practices. Strategies in a pest control service program may include monitoring, chemical controls and physical, cultural, biological, and procedural modifications that reduce the food, water, harborage, and access used by pests.

Due to the many unforeseen factors that relate to comprehensive pest management services, it is impossible to guarantee that services will be performed at any/all sites. Multiple services may be performed at any/all sites covered under this contract. Award of this contract does not guarantee any of the following:

1. All sites will need contracted services
2. The exact scope of contracted services for all sites
3. That any work will be contracted at any site
4. A bidder will receive any work pursuant to this contract

In these specifications, the word "Control" is defined as a periodic extermination of existing infestation and the prevention or limitation of re-infestation within practical limits.

Bidder(s) must be experienced and substantially capable of performing the services they bid on the Excel pricing spreadsheet under this contract.

The exact nature of work is not known but may include, and is not limited to the following pest management services:

- Control indoor populations of rats, mice, cockroaches, ants, flies, spiders and other arthropod pests not specifically excluded from the contract
- Control populations of the above pests outside of the buildings as needed
- Provide physical and mechanical control and removal/relocation of birds, bats, snakes, and other vertebrates
- Control subterranean termites and other wood destroying organisms
- Control mosquitoes
- Control plant feeding pests
- Bed bug detection
- Bed bug treatment
- Indoor/Outdoor trapping services
- Waste removal services

6.1: Building Inspections

Upon request from the appropriate District Facilities Program Administrator or their designee, an awarded Vendor(s) and, when available, the appropriate District Facilities Program Administrator or their designee shall conduct a thorough, inspection of the requested property. The purpose of the initial inspection is for the Vendor to evaluate the pest control needs of the property utilizing industry standard practices and discuss these with the Facilities Maintenance Supervisor or their designated representative. Access to the building shall be coordinated with the Facilities Maintenance Supervisor or their designated representative. The vendor(s) shall inspect all areas, including entrances, windows, trash compactor and other trash collection areas as well as perimeters to identify and guard against pest infestations.

The inspection shall address:

- Identification of infestation area(s) and potential problem areas in and around the buildings
- Identification of structural features or sanitation problems contributing to pest infestation(s)
- Recommended control measures
- Facilitation of Vendor access to all necessary areas
- Information about restrictions, special safety precautions, or other constraints of which the Vendor should be aware

The Vendor shall describe physical, structural, operational, biological, and least hazardous chemical responses to pest populations that exceed the established thresholds or other measures aimed at preventing pest infestations. The Vendor shall use non-chemical methods wherever possible.

It will be necessary and required that the Vendor follows a rigorous treatment application schedule to address all pest control aspects. Vendor shall provide, upon completion of the inspection(s), an "Inspection and Treatment Program" which describes the services to be provided for each site inspected and enables the Facilities Maintenance Supervisor or their designated representative to readily check and track what services to expect from week to week and month to month. This plan shall include:

- The location/areas to receive services;
- A projection of the services to be performed;
- A detailed, step by step plan the vendor intends to use to address the removal and control of pests;
- The frequency of the services to be performed in a schedule type format including specific dates (i.e. Wednesday, December 20, 2006);

- An estimation of hours necessary to perform the required services

Initial building inspections and the resulting "Inspection and Treatment Program" shall be performed at the hourly rates listed in the pricing spreadsheet

6.2: Routine Services

A selected pest control Vendor shall furnish all necessary labor, equipment and material. The Vendor will provide the building with services at the frequency identified in the "Inspection and Treatment Program" as referenced in Section 6.1 above.

The routine inspection and treatment program shall include inspection and treatment, at the proposed frequency, of the areas when identified in the "Inspection and Treatment Program".

The Vendor shall perform inspection and treatment services that do not adversely affect building occupant health or productivity, during the regular hours of operation in the buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the specifications of the institutions listed herein, the Vendor shall notify the Building Maintenance Superintendent at least one day in advance for pre-approval.

The Vendor will perform inspection and treatment services and make recommendations to the Facilities Maintenance Supervisor or their designated representative on at least a monthly basis concerning modifications to the treatment services and repairs to the building(s) that may be necessary to seal off entrance points of pests or rodents, and for the removal of harborages and food supplies.

If the parameters of the inspection and treatment program are not sufficient to adequately control pest issues, or a reduction in services is needed, the inspection and treatment program schedule may be altered when necessary to better serve the conditions in the facility upon recommendation, presentation, review and approval of the Facilities Maintenance Supervisor or their designated representative.

6.3: Emergency Services

On occasion, the Department may request emergency service(s) that are beyond the routine services provided by a vendor. Once emergency service(s) are identified, the selected vendor shall perform a site visit within one (1) working day (excluding state observed holidays) or at a mutually agreeable time beyond the one (1) working day requirement, after being contacted by the appropriate District Facilities Program Administrator or their designee at the site to discuss and define the scope of work for the requested emergency service(s).

6.4: Presentation and Acceptance of Inspection and Treatment Services Program with Cost

The selected vendor shall present a written services program within two (2) business days from date of site visit. The program may include, and is not limited to the following items listed below:

- Estimated material list
- Estimated services cost
- Project schedule as required by ODOT including:
 - Estimated start date upon acceptance and delivery of purchase order
 - Estimated length of time to complete project
- Site preparation details
- Site cleanup and waste disposal measures
- Detailed proposed labor breakdown showing number and classification of employees with respective license numbers

Upon written acceptance of services program by the appropriate District Facilities Program Administrator or their designee, the District will provide the vendor with a purchase order that is directly associated with the services requested as soon as possible. Once the vendor is in receipt of the purchase order, they shall commence work in accordance with the services program.

The vendor shall not commence work without written prior approval of services program and vendor receipt of purchase order, or as directed by the appropriate District Facilities Program Administrator or their designee in emergency service(s) situations.

6.5: Quality of Work

The contracted services provided must be performed in a workmanlike manner by properly trained personnel and shall conform to the highest professional standards.

6.6: Safety

All work must be performed in compliance with the current Occupational Safety and Health Act and any revisions thereto. Any citations issued by OSHA shall be the responsibility of the Vendor.

6.7: Reporting

Following completion of each routine inspection and treatment program visit, the vendor shall review with the District Facilities Program Administrator or designee, the details of the work just completed and the conditions at the facility, plus any recommendations for necessary repairs or changes to the treatment program. Service report documents detailing the work completed shall be delivered to the Facilities Maintenance Supervisor or their designated representative daily and retained in a vendor provided "Pest Management Services" binder to be kept at the respective site(s).

6.8: Pesticide Use

Pesticide applications shall be by need and not by schedule. The Vendor must obtain written permission from the District Facilities Program Administrator or designee to use pesticides that require notification of staff under State law.

The Vendor shall minimize the use of pesticides whenever possible. These applications shall be restricted to unique situations where no alternative measures are available or practical and non-chemical options have been exhausted. The pesticides used by the Vendor must be registered with U.S. Environmental Protection Agency (EPA) and used in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.

The Vendor shall not use any pesticide until after inspections or monitoring indicate the presence of pests that exceed action thresholds and non-chemical control methods, or action have not reduced the pest population to below the action threshold. The Vendor shall provide a written report explaining the identity of the target pest, the need for such treatment, the time and specific place of treatment, the pesticide to be used, the method of application, what precautions should be taken to ensure tenant and employees safety, and the steps taken to ensure the containment of the pesticide to the site of application. The Vendor shall employ the least-hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

All pesticides must be approved for use in food processing facilities and animal housing facilities by the Ohio Department of Agriculture, the U.S. Department of Agriculture, the Food and Drug Administration, the United States and Ohio Environmental Protection Agencies, and all other appropriate Federal, State, County or Local Agencies that have jurisdiction.

Pesticides must be administered by qualified technicians. The Vendor(s) shall comply with all rules and regulations set forth in The Federal Insecticide, Fungicide, Rodenticide Act, as currently amended; known as FIFRA, and all articles of the Ohio Pesticide Law as currently amended. The Vendor will provide a list of all chemicals with EPA warnings and antidotes to be used to the building's designated representative.

The Vendor shall provide current labels for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide services.

The chemical compounds used to kill the pests will provide residual control for as long as can be reasonably expected, while still complying with the rotational requirement to avoid resistant populations of pests.

6.9: Vendor Coordination of Services

ODOT requires a single contact point for scheduling, contract administration and billing to eliminate confusion for questions to responsible parties after award. All bidders shall specify on the pricing documents, Vendor Contacts tab, a list including name, position/function, email address, phone number and alternate contact number for each office that will service facilities covered by this contract. Vendor staffing may require that the contact(s) for scheduling, contract administration and billing be three different people. The awarded vendor(s) shall update this contact list whenever changes are made during the term of this contract.

6.10: Facility Security Requirements

Vendors shall adhere to all institution security requirements. To meet security requirements when appropriate, before work commences, the Vendor shall furnish a list of service personnel that are to have access to the building and the name and license number of the certified pesticide applicator under whom any non-certified applicators, i.e. trainees, will be working. Non-certified applicators are always to be accompanied by a certified pesticide applicator.

6.11: Uniforms and Identification

Pest control technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat, and professional appearance. Vendor personnel shall wear proper company identification with photo when servicing the facilities(s).

6.12: Sign In

Vendor personnel must sign in upon arrival at the Facility and must sign out upon departing. It shall be the responsibility of the Vendor to coordinate with the District Facilities Program Administrator or designated representative on a procedure for the Vendor's maintenance personnel to follow when entering or leaving the District facilities. The Vendor's personnel shall leave a copy of the work/service ticket with the District Facilities Program Administrator or designated representative which identifies the services performed for the visit.

The sign in and sign out records may be used in the verification process for approval of any invoices for payment.

Section 7: License Categories

To be considered for award(s) of this Contract, the Bidder must be licensed by the Ohio Department of Agriculture and provide written evidence with their bid, copies of the licenses of all employees providing services in accordance with these specifications, in at least the following categories which include Category 7 and 10 as listed below as directly related to the services the vendor(s) provides:

- (7) Vertebrate Animal Control
- (10) Domestic, Institutional, Structural, and Health-related Pest Control
- (10a) General Pest Control
- (10b) Termite (Optional-Unless specified by institution)
- (10d) Mosquito, House fly, and other Vector Control

Throughout the life of this Contract all personnel providing on-site pest control services must be certified in appropriate category of structural and health related pest control. No uncertified personnel will be permitted to work on-site under this Contract.

NOTE: Bidder's license shall be active at the time of Bid opening, and in force for the duration of any resulting Contract.

Section 8: Materials and Supplies

All materials and supplies shall be specifically designed for the use and application. The Vendor shall utilize materials and supplies from manufacturers whose products conform to Federal, State, and local ordinances and laws, and be acceptable to the Department. All materials and supplies

must be installed according to the manufacturer's recommendations and industry standard practices. The use of materials and supplies that do not conform to Federal, State, and local ordinances and laws shall not be permitted under any circumstances.

The Department acknowledges that vendors utilize thousands of materials and supplies that may vary between suppliers and manufacturers depending on the individual repair needs for each project. Therefore, all materials and supplies vendors provide shall be considered on contract. The Department will pay the awarded vendor the actual cost for all materials and supplies utilized in the performance of this contract, plus the vendor specified markup not to exceed 15%. ODOT has determined that the vendors actual cost for a part includes the following:

- The vendor's acquisition cost from the manufacturer or supplier; and
- The shipping cost charged by the manufacturer or supplier to get the part to the vendor's location; OR
- The shipping cost incurred by the vendor to get the part to the ODOT location

For ALL parts, the vendor shall include with its invoice the vendors' original invoice and the Department will pay for the part including the costs noted above, where applicable, plus the vendor specified markup not to exceed 15%. If the vendor had acquired in the parts in bulk or through a prior purchase and had the parts in stock and an invoice is not readily available, the vendor should use its best estimate for the value of the part plus the vendor specified markup not to exceed 15%. All invoices and charges are subject to ODOT audit at any time.

Section 9: Housekeeping

The awarded vendor(s) shall always maintain good housekeeping conditions. Regular and routine clean up from projects shall be all inclusive of areas where work was performed and shall be returned to conditions equal to or better than they were initially received by the vendor.

Section 10: Subcontracting

The awarded bidder(s) will perform work amounting to not less than fifty (50) percent of the actual contracted work with its own organization, unless otherwise approved by the Department. The phrase "its own organization" includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement acceptable to the Department, and equipment owned or rented with or without operators by the Contractor. The phrase does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor.

The Contractor's percentage of the actual contracted work includes the cost of materials and manufactured products purchased by the Contractor, but not the cost of materials and manufactured products purchased by subcontractors.

Vendor shall not subcontract more than fifty (50) percent of the work covered by the contract unless specifically authorized to do so by ODOT. All subcontracting will be supplied to ODOT at cost with no vendor markup. The vendor will be required to submit copies of invoices from subcontractor(s) as proof of costs. Contractor will be fully responsible for making all subcontractor payments and ensuring that subcontractors follow all laws, rules, safety procedures and ODOT expectations as though they were the Contractor.

Section 11: Invoicing Requirements

Vendors performing any services outlined in this contract must provide on each invoice the vendor's Tax ID number, a description and quantity of each service performed with the unit price and total price for the service.

Vendors shall not charge for any items outside of the contract including but not limited to shop supplies, materials and drive time. The Department will not pay any additional charges for such items.

Two (2) copies of each invoice are to be sent to:

Central Office Facilities:

ODOT Central Office Facilities
Attn: Facilities Program Administrator
1980 West Broad Street
Mail Stop 231L
Columbus, OH 43223

District 5 Facilities:

Send invoices for service at the specific site to the attention of: Transportation Manager, at the specific addresses listed below in Section 16: Site Locations except for all rest area facilities and the District HQ Building. For those sites, send invoices for service to:

ODOT District 5 Facilities
Attn: Facilities Program Administrator
9600 Jacksontown Road
Jacksontown, OH 43030

District 6 Facilities:

Send invoices for service at the specific site to the attention of: Transportation Manager, at the specific addresses listed below in Section 16: Site Locations except for all rest area facilities and the District HQ Building. For those sites, send invoices for service to:

ODOT District 6 Facilities
Attn: Facilities Program Administrator
400 E. William Street
Delaware, OH 43015

District 7 Facilities:

Send invoices for service at the specific site to the attention of: Transportation Manager, at the specific addresses listed below in Section 16: Site Locations except for all rest area facilities and the District HQ Building. For those sites, send invoices for service to:

ODOT District 7 Facilities
Attn: Facilities Program Administrator
1001 St. Mary's Avenue
Sidney, OH 45365

Section 12: Right to Audit

The Ohio Department of Transportation reserves the right to audit all invoices submitted by a Vendor. In addition, when discrepancies arise, the vendor will be required to pay the difference of the amount quoted in the contract and the amount charged on the invoice, plus twenty percent (20%) of the amount invoiced or fifty dollars (\$50.00), whichever is more.

Section 13: Public Liability Insurance

The bidder must furnish proof with their bid that they carry public liability insurance with limits of not less than three hundred thousand (\$300,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence.

All insurance policies required under this section shall include an endorsement requiring the insurance company to give thirty (30) days prior written notice to ODOT before any change or cancellation becomes effective. All insurance policies shall be through insurance companies licensed to conduct business in the State.

Section 14: Pricing

All vendors shall provide all required information listed on the pricing page. All labor rates submitted must include the bidder's profit and overhead. All rates must be regular hourly rates, no overtime rates, regardless of hours worked. The link to the excel pricing sheet is listed on the front page of the bid packet.

Vendors shall submit pricing on the excel pricing sheet for the following items:

1. **Technician hourly rate**
2. **Other Vendor Specific Competencies/Disciplines with Rate(s), Unit(s) of Measure, and Notations/Clarifications**
3. **Vendor specified markup on supplies and materials not to exceed fifteen (15) percent.**

Bidders may submit bids for any or all ODOT Districts.

Bids may be considered non-responsive for the use of ditto marks, arrows, or other markings, other than labor rates are placed in pricing columns.

Section 15: Site Locations

District	Site Code	Site	Address	City	Zip	County	RRA #
DISTRICT 5							
5	COSFS	Coshocton Full Service	233 Rivercrest Rd	Coshocton	43812	Coshocton	
5	COSPWE	New Castle Outpost	SR 36 & SR 206	New Castle	43814	Coshocton	
5	FAICG	Fairfield Full Service	2265 West Fair Ave	Lancaster	43130	Fairfield	
5	FAIPE	Rushville Yard	US 664	Rushville	43150	Fairfield	
5	FAIPNO	Baltimore Outpost	SR 256	Baltimore	43105	Fairfield	
5	GUE27	RRA 5-27 I 70 EB	I 70 EB MM 19.65	Salesville	43778	Guernsey	5-27
5	GUE29	RRA 5-29 I 77 NB	I 77 NB MM 2.72	Salesville	43778	Guernsey	5-29
5	GUE30	RRA 5-30 I 77 SB	I 77 SB MM 0.31	Pleasant City	43772	Guernsey	5-30
5	GUECG	Guernsey Full Service	6490 US 22	Cambridge	43725	Guernsey	
5	GUELN1	Weigh Station I 70 EB		Cambridge	43725	Guernsey	
5	GUELN2	Weigh Station I 70 WB		Cambridge	43725	Guernsey	
5	GUEPCT	Old Washington Outpost	63064 Wintergreen Rd	Lore City	43755	Guernsey	
5	GUEPNW	North Salem Outpost	72450 Old Twenty-One Rd	Kimbolton	43749	Guernsey	
5	GUEPSW	Cumberland Yard	SR 146	Chandlersville	43727	Guernsey	
5	KNOCG	Knox Full Service	503 Harcourt Rd	Mount Vernon	43050	Knox	
5	KNOPNW	Fredericktown Outpost	44 Mount Vernon Ave	Fredericktown	43019	Knox	
5	LIC17	RRA 5-17 I 70 EB	I 70 EB MM 130.54	Hebron	43025	Licking	5-17
5	LIC18	RRA 5-18 I 70 WB	I 70 WB MM 130.55	Hebron	43025	Licking	5-18
5	LICHQ	District 5 HQ	9600 Jacksontown Rd	Jacksontown	43030	Licking	
5	LICHQ	District 5 HQ Garage	9600 Jacksontown Rd	Jacksontown	43030	Licking	
5	LICPEA	Marne Yard	SR 16 & 585	Newark	43055	Licking	
5	LICPNW	Utica Outpost	US 62 / 2142 Johnstown-Utica Rd	Utica	43080	Licking	
5	LICPSE	Brownsville Outpost	10694 Brownsville Rd	Brownsville	43721	Licking	
5	LICPSW	Etna Outpost	10250 Refugee Rd	Pataskala	43062	Licking	
5	LICRSE	Remote Radio	US 40	Thornville	43076	Licking	
5	LICYWE	Alexandria Yard	1104 South York Rd	Granville	43023	Licking	
5	MUS20	RRA 5-20 I 70 WB	I 70 WB MM 162.84	Norwich	43767	Muskingum	5-20
5	MUSCG	Muskingum Full Service	3990 E Pike	Zanesville	43701	Muskingum	
5	MUSPNO	Dresden Outpost	10040 Northpointe Dr	Dresden	43821	Muskingum	
5	MUSPSO	Duncan Falls Outpost	4325 South River Rd	Duncan Falls	43734	Muskingum	
5	MUSPSW	Moxahala Outpost	US 22 & SR 93	Zanesville	43701	Muskingum	
5	PERCG	Perry Full Service Old	2405 SR 13 NW	New Lexington	43764	Perry	

Invitation No. 260A-20

5	PERFS	Perry Full Service	2405 SR 13 NW	New Lexington	43764	Perry	
5	PERPSO	Shawnee Yard	SR 155	Corning	43730	Perry	
DISTRICT 6							
6	DEL25	RRA 6-25 I 71 NB	I 71 NB MM 127.55	Galena	43021	Delaware	06-25
6	DEL26	RRA 6-26 I 71 SB	I 71 SB MM 129	Galena	43021	Delaware	06-26
6	DELCOG	Delaware Full Service	1150 US 42	Delaware	43015	Delaware	
6	DELHQ	District 6 HQ	400 E William St	Delaware	43015	Delaware	
6	DELHQ	District 6 HQ Garage	400 E William St	Delaware	43015	Delaware	
6	DELLN1	Weigh Station I 71 NB	I 71 NB Just South of SR 36	Sunbury	43074	Delaware	
6	DELPEA	Sunbury Yard	Morning St	Sunbury	43074	Delaware	
6	DELPSE	Berkshire Outpost	7016 State Route 36	Galena	43021	Delaware	
6	FAY09	RRA 6-09 I 71 NB	I 71 NB MM 67.79	Jeffersonville	43128	Fayette	06-09
6	FAY10	RRA 6-10 I 71 SB	I 71 SB MM 67.45	Jeffersonville	43128	Fayette	06-10
6	FAYFS	Fayette Full Service	2331 US 22 SW	Washington Courthouse	43160	Fayette	
6	FAYPNW	Jeffersonville Outpost	77 N Main St	Jeffersonville	43128	Fayette	
6	FRACG	Franklin Full Service	4730 E Dublin Granville Rd	Westerville	43081	Franklin	
6	FRAHFS	Roberts Road Full Service	4400 Currency Dr	Columbus	43228	Franklin	
6	FRAPEA	Fifth Avenue Full Service	3500 E Fifth Ave	Columbus	43219	Franklin	
6	FRAPFG	State Fairgrounds Outpost	State Fairgrounds Property	Columbus	43211	Franklin	
6	FRAPNO	Worthington/Wilson Bridge Outpost	387 E Wilson Bridge Rd	Columbus	43085	Franklin	
6	FRAPSE	Canal Winchester Yard	US 33 and Cemetery Rd	Canal Winchester	43110	Franklin	
6	FRAPSW	Grove City Full Service	6000 Haughn Rd	Grove City	43123	Franklin	
6	FRAPWE	Roberts Road Full Service Old	4400 Currency Dr	Columbus	43228	Franklin	
6	MAD21	RRA 6-21 I 70 EB	I 70 EB MM 70.67	South Vienna	45369	Madison	06-21
6	MAD22	RRA 6-22 I 70 WB	I 70 WB MM 70.67	South Vienna	45369	Madison	06-22
6	MADFS	Madison Full Service	6640 SR 29	West Jefferson	43162	Madison	
6	MADPEA	West Jefferson Outpost	160 Plain City-Georgesville Rd	Galloway	43119	Madison	
6	MADPNW	Lafayette Yard	SR 42 and US 40	London	43140	Madison	
6	MADPSE	Mount Sterling Outpost	15664 Columbus St	Mount Sterling	43143	Madison	
6	MAR17	RRA 6-17 US 23 NB	3060 US Route 23	Marion	43302	Marion	06-17
6	MAR18	RRA 6-18 US 23 SB	3061 US Route 23	Marion	43302	Marion	06-18
6	MARCG	Marion Full Service	1775 Marion-Williamsport Rd E	Marion	43302	Marion	
6	MRW27	Truck Parking 6-27 I 71 NB	I 71 NB MM 149.3	Cardington	43315	Morrow	06-27
6	MRW28	Truck Parking 6-28 I 71 SB	I 71 SB MM 149.45	Cardington	43315	Morrow	06-28
6	MRWCG	Morrow Full Service	710 E Union St	Mount Gilead	43338	Morrow	
6	MRWPEA	Chesterville Outpost	3988 County Road 172	Mount Gilead	43338	Morrow	
6	PIC23	RRA 6-23 US 23 SB	US 23 SB MM 73.4	Ashville	43103	Pickaway	06-23
6	PICCG	Pickaway Full Service	150 Highland St	Circleville	43113	Pickaway	
6	UNI03	RRA 6-03 US 33 SB	US 33 SB MM 97.94	Marysville	43040	Union	06-03
6	UNI04	RRA 6-04 US 33 NB	US 33 NB MM 97.86	Marysville	43040	Union	06-04
6	UNICG	Union Full Service Old	402 Chestnut St	Marysville	43040	Union	
6	UNIFS	Union Full Service	1660 Collins Ave	Marysville	43040	Union	
6	UNIPNE	Richwood Outpost	11304 SR 47	Richwood	43344	Union	
DISTRICT 7							
7	AUG25	RRA 07-25 I 75 NB	I 75 NB MM 113.99			Auglaize	0725

Invitation No. 260A-20

7	AUG26	RRA 07-26 I 75 SB	I 75 SB MM 114.11			Auglaize	0726
7	AUG33	RRA 07-33 US 33 EB	US 33 EB MM 29.85			Auglaize	0733
7	AUG34	RRA 07-34 US 33 WB	US 33 WB MM 29.94			Auglaize	0734
7	AUGCG	Auglaize Full Service	511 Commerce Drive	Wapakoneta	45895	Auglaize	
7	AUGPWE	Saint Marys Outpost	802 E Armstrong St	Saint Marys	45885	Auglaize	
7	CHPCG	Champaign Full Service	217 S Edgewood Ave	Urbana	43078	Champaign	
7	CHPPEA	Mechanicsburg Outpost	1544 SR 559	Woodstock	43084	Champaign	
7	CHPPWE	Saint Paris Outpost	2030 N SR 235	St. Paris	43072	Champaign	
7	CLACG	Clark Full Service	1630 West First St	Springfield	45504	Clark	
7	CLAPEA	Harmony Outpost	7875 US Route 40	South Charleston	45368	Clark	
7	CLAPSW	Enon Outpost	2310 Enon Rd	Enon	45323	Clark	
7	DARCG	Darke County Garage	1144 Martin St	Greenville	45331	Darke	
7	DARFS	Darke Full Service	5240 SR 49	Greenville	45331	Darke	
7	DARPNO	Dawn Outpost	10382 Greenville-St Marys Rd	Versailles	45380	Darke	
7	DARPSO	Fort Jefferson Yard	Hollansburg-Samson Rd	Fort Jefferson		Darke	
7	LOG29	RRA 07-29 US 33 EB	US 33 EB MM 64.97			Logan	0729
7	LOG30	RRA 07-30 US 33 WB	US 33 WB MM 65.02			Logan	0730
7	LOGCG	Logan Full Service	149 Northview Dr	Bellefontaine	43311	Logan	
7	LOGPNW	Lakeview Outpost	9254 SR 235 N	Lakeview	43331	Logan	
7	LOGPSE	East Liberty Outpost	4315 SR 292	Zanesfield	43360	Logan	
7	MERCG	Mercer Full Service	4444 SR 29	Celina	45822	Mercer	
7	MERPNO	Mercer Outpost	5729 Mercer Rd	Celina	45822	Mercer	
7	MERPNO	Cassella Outpost	5882 SR 119	St Henry	45883	Mercer	
7	MIA23	RRA 07-23 I 75 NB	I 75 NB MM 80.47			Miami	0723
7	MIA24	RRA 07-24 I 75 SB	I 75 SB MM 80.8			Miami	0724
7	MIACG	Miami Full Service	2423 W SR 55	Troy	45373	Miami	
7	MIAPNO	Piqua Outpost	9015 Looney Rd	Piqua	45356	Miami	
7	MOTCG	Montgomery Full Service	300 Smith Dr	Clayton	45315	Montgomery	
7	MOTFS	Dryden Road Full Service	3500 Dryden Rd	Moraine	45439	Montgomery	
7	MOTPCT	Poe Ave Outpost	5994 Poe Ave	Dayton	45414	Montgomery	
7	MOTPNE	Shull Rd Outpost	7130 Shull Rd	Huber Heights	45424	Montgomery	
7	MOTPSE	Lyons Rd Outpost	3100 Lyons Rd	Miamisburg	45342	Montgomery	
7	SHECG	Shelby Full Service	2190 SR 29	Sidney	45365	Shelby	
7	SHEHQ	District 7 Headquarters	1001 St Marys Ave.	Sidney	45365	Shelby	
7	SHEPNO	Dixie Yard	15825 County Rd 25A	Botkins	45306	Shelby	
7	SHEPSW	Newport Outpost	4339 W SR 47	Fort Loramie	45845	Shelby	
DISTRICT 21/CENTRAL OFFICE							
21	FRACW	Traffic Engineering - Sign Shop	1606 W Broad St	Columbus	43223	Franklin	
21	FRASAV	Don Scott Aviation	2829 W Dublin-Granville Rd	Columbus	43235	Franklin	
21	FRASAV	Don Scott Aviation	2829 W Dublin-Granville Rd	Columbus	43235	Franklin	
21	FRASHQ	ODOT HQ	1980 W Broad St	Columbus	43223	Franklin	
21	FRASHQ	Central Office Maintenance Office	1980 W Broad St	Columbus	43223	Franklin	
21	FRASREA	Reynoldsburg Radio Tower	8995 E Main St	Reynoldsburg	43068	Licking	
21	FRAWBC	West Broad Complex	1600-1620 W Broad St	Columbus	43223	Franklin	

**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 02/2019)

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

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/260Apricing.xls>

2. SUBMISSION OF EXCEL PRICING FILE: Bidders should submit both a media device with the completed electronic Excel pricing file (.xls) and a hard copy print out of the completed Excel file in their submitted bid package. The media device should be marked with the bidder's name and the Invitation to Bid number.

"Media Device"- Compact Disc (CD), DVD (Digital Versatile Disc), or Flash Drive

Failure to submit this media device with a completed Excel price sheet from the Department's Microsoft Excel file and the hard copy print out of the completed Excel price sheet may result in a bid being deemed non-responsive by the Department.

3. DISCREPANCIES IN SUBMITTED INFORMATION: In the event there is a discrepancy between the information submitted on the media device and the hard copy Excel price sheet, the information submitted on the media device will take precedence.

4. NON-FUNCTIONAL MEDIA DEVICE: The Department shall not be held liable in the event a bidder's media device is not functional, is broken, or is unable to be accessed/downloaded by the Department for any reason. Bidders should take care to ensure all submitted media devices are properly protected during transport.

5. 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 invitation to bid.

6. 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.

7. DESCRIPTIVE LITERATURE: Bidders may electronically, on their submitted media device, 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 02/2019)

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 Invitation to Bid (ITB) must be submitted in a sealed envelope or box (envelope means any type of sealed, opaque container) marked with the ITB number, the title of the ITB, bid submission deadline (bid opening date), and bidder (company) name clearly marked on the outside of the envelope/box. If a bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified, at the Department's discretion, without additional consideration for award of the contract.

Below is an example to illustrate how the outer surface of the bid package should be labeled:

Invitation to Bid #: *(insert bid number)*
Commodity/Service: *(insert title of bid)*
Bid Submission Deadline: *(insert due date)*
Company Name: *(insert company name)*

3. **WHAT NEEDS INCLUDED IN BID PACKAGE:** Submitted bid packages should include, at a minimum, a completed Signature Page, a hard copy print out of this entire invitation to bid document, media device with a completed Excel pricing page, hard copy of the 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/PurchasePBO.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 invitation to bid must send the Department its request in writing to the following email address:

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 an invitation to bid, 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:** The Department only accepts hand delivered and mailed bid packages. Bids submitted via email, telephone, electronic facsimile (fax), or any other mode of electronic transmission will not be considered a responsive bid submission. Bids must be in possession of the ODOT Office of Contract Sales, Purchasing Services section, on or prior to 2:00 p.m. eastern time, on the scheduled date of the bid submission deadline (public bid opening) as listed on the cover of this Invitation to Bid (ITB). Properly labeled bid packages must be either hand delivered by the bidder to the Office of Contract Sales, Purchasing Services section or mailed to the following EXACT address:

Ohio Department of Transportation,
Office of Contract Sales, Purchasing Services, 1st floor
1980 West Broad St. Mail Stop 4110
Columbus, OH 43223
(614) 644-7870 or (614) 752-9017
Main Office Line: 1-800-459-3778

OFFICE HOURS: 7:30-3:30, M-F (excluding State of Ohio recognized holidays)

For hand delivery of bids, the Office of Contract Sales, Purchasing Services section is located on the 1st floor of ODOT Central Office (same address as where bids will be received). Bidders will be required to sign-in at the front desk of the building and then must be escorted back to the Office of Contract Sales, Purchasing Services section in order to drop off their bid. It is the responsibility of the bidder to ensure enough time is allotted to allow for all sign in and security procedures prior to the 2:00 p.m. bid submission deadline. Delivery of bids to any other location (including the ODOT mailroom), does not constitute receipt by the Purchasing Services section. Bids delivered to the ODOT mail room by a courier service must be delivered so as to leave a reasonable amount of time for the transfer of the bid to the Purchasing Services section. The ODOT mail room delivers received mail to Purchasing Services at scheduled times during normal office hours.

8. **LATE BIDS:** A bid received after 2:00 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 invitation to bid. 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 2:00 p.m. deadline.

9. **PUBLIC BID OPENING PROCEDURE:** All bids in possession of the Purchasing Services section shall be publicly opened, at ODOT Central Office, Office of Contract Sales, Purchasing Services section, 1st floor, starting at 2:01 p.m. on the scheduled date of public bid opening (bid submission deadline). All bids will be opened and read to any interested parties in attendance. At the conclusion of the public bid opening, bids may no longer be shared with interested parties until after a contract award has been made.
10. **BIDS FIRM:** Once publicly 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 2:01 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 public 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 public 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 PUBLIC 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 be marked somewhere on the outer packaging as "REVISED". Purchasing Services will not return the original bid package to the bidder. The original bid package will be kept in the contract file.

In order to protect the integrity of the bidding process, bids shall not be prepared on the premises of ODOT. Any bid which is prepared on the premises of ODOT may be immediately disqualified and receive no further consideration for award.

13. **UNIT BID PRICES:** The unit bid price(s) submitted shall govern the award of this invitation to bid 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. **PREFERENCE FOR OHIO/BORDER STATE PRODUCTS:** The bid award for this invitation to bid may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under O.R.C. Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06. A bidder must complete the enclosed *Buy Ohio/Buy America Certification Statement* form to be eligible to receive any applicable bid preferences.
15. **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.
16. **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.
17. **BIDDER RESPONSIBILITY:** The Department will only award this invitation to bid 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.
18. **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.
19. **ADDITIONAL INFORMATION:** The Department reserves the right to request additional information to evaluate a bidder's responsiveness to the Invitation to Bid'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.

20. **PRODUCT SAMPLES:** The Department may require bidders, by Invitation to Bid 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 Invitation to Bid will not be evaluated and the Department may dispose of them in any way it chooses.
21. **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 invitation to bid. 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 Invitation to Bid, 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 Invitation to Bid.

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 Invitation to Bid specifications or from inaccurate assumptions based upon the specifications.

22. **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.
23. **DEVIATIONS:** Statements or modifications made by a bidder in their submitted bid package that deviate from this Invitation to Bid'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 invitation to bid shall not constitute acceptance of the bidder's submitted modifications.

24. **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.
25. **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 Invitation to bid 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.

26. **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 Invitation to Bid; 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.

27. **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.

28. **BID PROTESTS:** Any 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 certified U.S. mail and at the email address provided on the front cover of this 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.

29. **DELAYS IN CONTRACT AWARD:** Delays in the award of this Invitation to Bid 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.

30. **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 an Invitation to Bid, 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 an invitation to bid, successful bidders will thereafter be referenced as "Vendor" or "Contractor" by the Department in all matters and documents related to the resulting Contract.

31. **PUBLIC POSTING OF AWARDED CONTRACTS:** All Contracts awarded by the Office of Contract Sales, Purchasing Services section are posted to the Department's website. 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>

32. **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
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

When used in this Invitation to Bid 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.
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. INVITATION TO BID/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 Invitation to Bid 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: Blacks, American Indians, Hispanics and Asians. 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.14. 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.
17. 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.
18. 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 02/2019)

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 Invitation to Bid, 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 Invitation to Bid; 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.
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 Department 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.

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. **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:

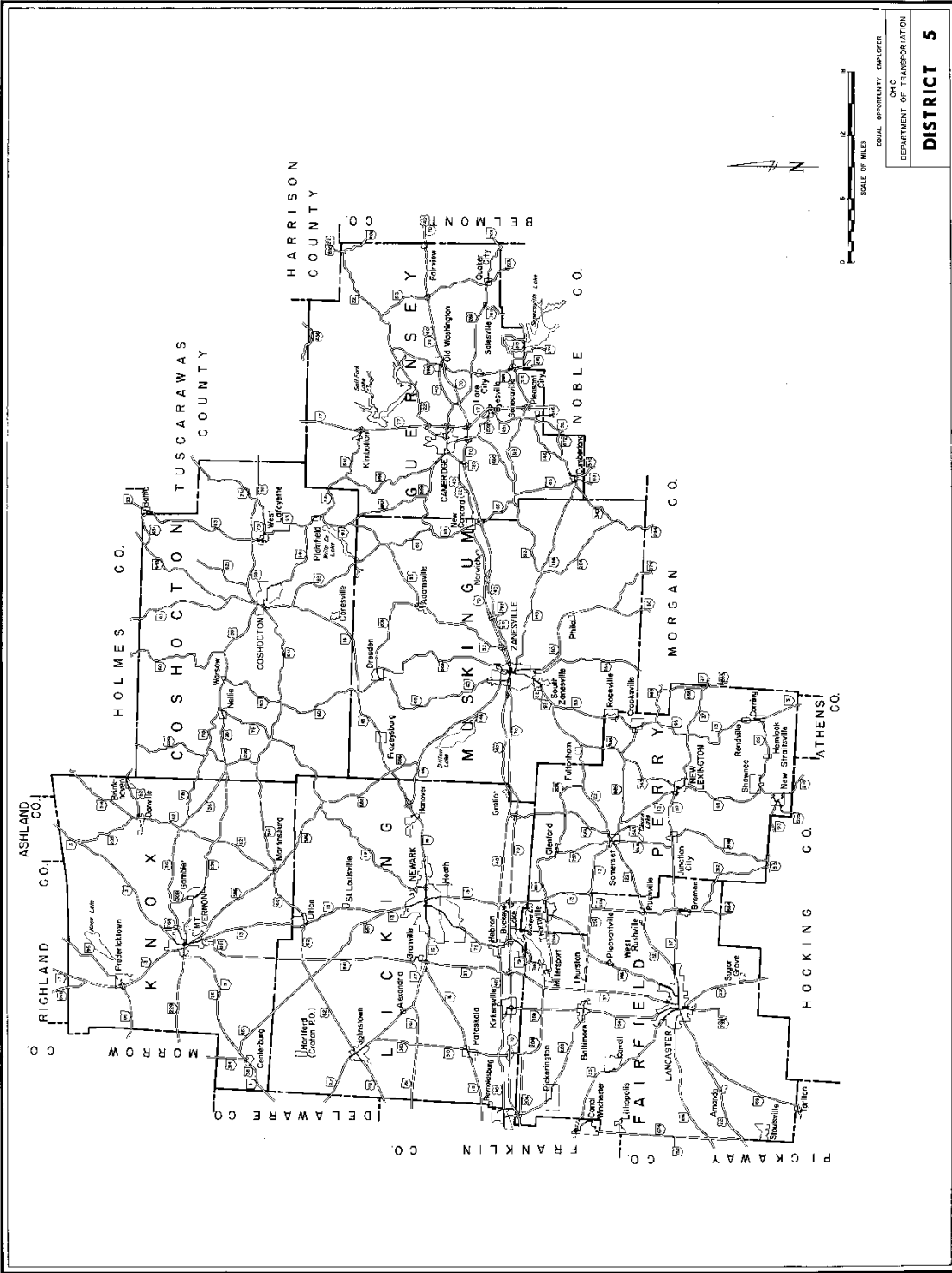
Pertinent Non-Discrimination Authorities:

- 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)

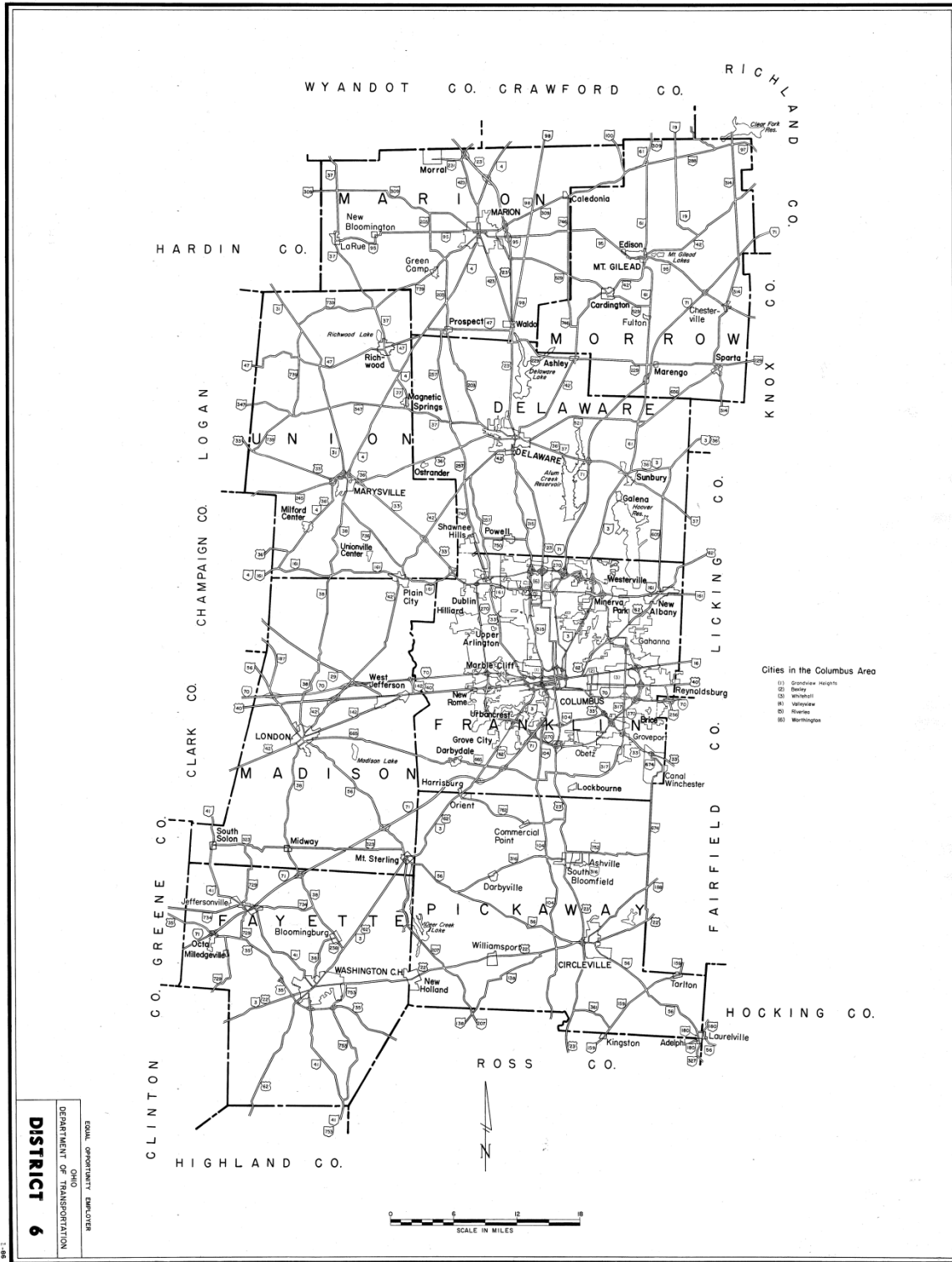
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- 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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DISTRICT 5 MAP



DISTRICT 6 MAP



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

SIGNATURE PAGE

Invitation to Bid #260A-20

Commodity/Service: Comprehensive pest control services

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 bid (offer) for the above-referenced Invitation to Bid.

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 Invitation to Bid, and understands, upon Contract award, it shall be bound by all terms and conditions included in this invitation to bid.

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 bid (offer) and is authorized to execute Contracts on such Company’s behalf.

(Please execute below using blue ink)

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 260A-20 between the State of Ohio, Department of Transportation and the above successful bidder (company):

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

Date