

Invitation No.: 520-21

Location: Districts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11

Commodity: Water and Wastewater Operations and Maintenance (RFP)

Pricing: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/520pricing.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):**  
November 24, 2020 at 1:00 p.m. eastern time  
1:00 P.M.

Submitted by:

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

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

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

Telephone Number	800 Number	Fax Number

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

[contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov)

**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>

**Section 1: General Purpose**

**1.1: Purpose**

The Ohio Department of Transportation is soliciting proposals from highly qualified and sufficiently capable vendors to maintain satisfactory regulatory compliance, provide management, operation, maintenance and repair services to water and wastewater systems at required facilities in ODOT Districts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 in accordance with the requirements of the Ohio Environmental Protection Agency (hereinafter OEPA), the specifications below, and ODOT's standard terms and conditions contained herein. Vendor shall furnish all labor, equipment, materials, and incidental items necessary to perform the required services. The purpose of this solicitation is to obtain specific proposals from potential vendors to include how they believe their capabilities and services best match the needs of the Department. The intent of this Request for Proposal is to select the most qualified and highest scoring Proposer(s) to provide these services while promoting the greatest extent of competition that is practicable.

**1.2: Background**

The Ohio Department of Transportation operates over 300 facility locations throughout the State, encompassing more than 1.5 million square feet and covering more than 3,500 acres of property. Many of these facilities are in remote locations where domestic water and sanitary sewer services are not available for connection. As a result, the Department possesses many water wells, septic systems, lift stations, wastewater treatment systems and associated components necessary for the satisfactory operation of these facilities. Because the operation and management of these systems is critical to the public health, highly specific, requires various EPA certifications and licenses, along with timely reporting and sampling activities, the Department has elected to contract the operation and maintenance of these systems to allow the Department to focus on their core services.

**1.3: Overview of the Project**

The Department is soliciting proposals from highly qualified and sufficiently capable vendors to maintain satisfactory regulatory compliance, provide management, operation, maintenance and repair services to water and wastewater systems throughout the State for an initial period of three (3) years beginning January 1, 2021 and extending through December 31, 2023, with two (2) optional, one (1) year renewals that could extend the end date to no later than December 31, 2025.

**1.4: Objectives of the Project**

The selected vendor shall:

- Maintain satisfactory regulatory compliance for the water and wastewater systems identified, and
- Provide management, operation, maintenance and repair services for the water and wastewater systems identified, and
- Provide cost and/or time saving initiatives that will improve efficiencies, reduce recurring costs, maintenance and monthly fees whenever possible.

**1.5: Project Locations**

The services described in this RFP shall be conducted at the locations listed in **Attachment A** at the following link:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/520-21 Attachment A.xlsx>

**1.6: Pre-Proposal Submission Site Visits**

Bidders are strongly encouraged to visit the sites covered by this RFP to certify knowledge of the systems to be maintained prior to submitting their proposal.

Please contact the appropriate District Facility Program Administrator below to schedule no later than **Tuesday November 17, 2020** if you plan to visit the sites.

District	Contact	Email	Telephone
1	Tony Lotz	tony.lotz@dot.ohio.gov	419-999-6791
2	Greg Strausbaugh	gregory.strausbaugh@dot.ohio.gov	419-373-4310
3	Dick Feldkamp	richard.feldkamp@dot.ohio.gov	419-207-7122
4	Nathan Crozier	nathan.crozier@dot.ohio.gov	330-786-2238
5	Bob Roahrig	bob.roahrig@dot.ohio.gov	740-323-5150
6	Karl Newman	karl.newman@dot.ohio.gov	740-833-8238
7	Ryan Noll	ryan.noll@dot.ohio.gov	937-497-6730
8	Bob Montgomery	bob.montgomery@dot.ohio.gov	513-933-6539
9	Ed Cox	edward.cox@dot.ohio.gov	740-774-8917
10	Tim Marty	timothy.marty@dot.ohio.gov	740-568-3924
11	Steve Limbacher	steve.limbacher@dot.ohio.gov	330-308-3934

**Section 2: Procurement Process Information**

**2.1: Estimated Procurement Timetable**

DATE	EVENT/ACTIVITY
November 2, 2020	ODOT Office of Contracts releases RFP on ODOT website - RFP becomes active; vendors may submit inquiries for RFP clarification.
November 19, 2020 1:00 PM	Vendor Q & A Period closes - No further inquiries for RFP clarification will be accepted.
November 24, 2020 1:00 PM	Deadline for vendors to submit proposals to ODOT - Late proposals will not be considered. No exceptions will be made.
November 30, 2020	ODOT begins evaluation process
December 4, 2020	ODOT issues Contract Award Notification Letter - Vendors that submitted proposals in response to this RFP will be sent notification of award recommendation. This is an estimated date.
January 1, 2021	Commencement of contract with vendor becoming operator of record for contracted systems under OEPA permits.
January 1, 2024	Potential Renewal 1
January 1, 2025	Potential Renewal 2

The Department reserves the right to revise this schedule in the best interest of the Department and/or to comply with federal and State of Ohio procurement procedures and regulations.

**2.2: Proposal Inquiries**

Pre-proposal questions must be received no later than the close of business the Thursday prior to the scheduled opening date. An addendum being issued is dependent upon the information received and the impact on the competitive bidding process.

From the release date of this RFP until proposals are opened, other than the Proposal Inquiries process listed above, there may be no communications concerning the RFP between any vendor which expects to submit a proposal and any employee of ODOT in the issuing office, or any other ODOT employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

All pre-proposal inquiries must have the following: Name of the Sender, Contractor or Company Name, Phone Number, Project Number, Letting Date, a detailed description of the question.

Proposal Inquiries will not be accepted after **November 19, 2020 at 1:00 PM**.

Proposal Inquiries may be submitted at this link:

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

Department responses will be posted to the following website:

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

Based upon the content of any received questions/clarifications, proposal requirements may, solely at the discretion of ODOT, be modified, changed or deleted. Any such changes to this RFP will be communicated by addendum and published to the ODOT website at the following URL:

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

### **Section 3: Vendor Experience and Qualifications**

Proposals must address all the following mandatory qualifications as well as organizational and staff experience and capabilities:

#### **3.1: Mandatory Vendor Qualification**

To be considered for the contract expected to result from this RFP, ODOT requires that vendors shall meet, at minimum, the following qualification requirement:

- The vendor or proposed candidate must have at least ten (10) years of documented experience in large scale, multi-site management and operation of regulated water and wastewater systems.

**Vendors which do not meet the above qualification will be disqualified from further consideration.**

#### **3.2: Organizational Experience and Capabilities**

As part of the evaluation process, vendors shall provide the following information to be scored by ODOT:

- Description of organization size, structure, and capability of meeting project requirements;
- Samples (or descriptions) of at least two (2) but no more than four (4) similarly sized projects undertaken in the past five (5) years that demonstrate expertise in large scale, multi-site management and operation of regulated water and wastewater systems.; and
- Names and contact information for at least three (3) organizational references for which they have performed similar scale projects in the past five (5) years. A sample or description of each project must be included.

#### **3.3: Staff Experience and Capabilities**

Proposals are to demonstrate significant expertise by identifying leadership and key staff for this project. The vendor shall, at minimum:

- Identify, by position and by name, the leadership staff considered key to the project's success. Include a Table of Organization and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. In addition, specify the administrative personnel who will be assigned to this project. The vendor must provide the percentage of time devoted to the project by leadership and key staff.
- Document that lead staff member assigned to the project has at least ten (10) years of experience in large scale, multi-site management and operation of regulated water and wastewater systems; and

- Document that additional staff each have at least five (5) years' experience in management and operation of regulated water and wastewater systems; and
- Include resumes of key staff expected to work on the project, education and experience of staff in key positions, based on documentation presented and discussed in the vendor proposal.

**Sensitive Personal Information:** It is the sole responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODOT, all proposals submitted may become part of the public record. **ODOT reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

**3.4: Alternative Service Suggestions**

As part of the evaluation process, vendors should suggest, where possible, alternatives to the specifications that will result in streamlined operation, alternative service levels, cost savings and any other suggestions with their respective financial impact for the Department, that will be evaluated by ODOT based on the criteria established in the proposal evaluation and selection process.

**Any suggested cost saving measures SHALL NOT reduce the service level below the minimum OEPA permitted requirements.**

**Section 4: Scope of Services and Specifications**

**4.1: General Requirements**

- The water and wastewater systems identified shall be maintained as hereinafter described, in accordance with the detailed terms.
- Trained and certified operators of the Contractor(s) shall use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all standards and regulations.
- The terms and requirements of this contract are specified in the singular with the understanding that all provisions shall be applicable to all systems indicated unless otherwise specified.
- Except for only those items specifically identified as being performed by others and services outside the scope of work, the Contract Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve the work specified by the Contract. In as much as it is understood that any incidental work necessary to execute the Agreement is also covered by the Contract Specifications, the Contractor is cautioned to become familiar with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted after execution of the Contractual Agreement for work, services or procedures covered herein.
- 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 except where already provided at wastewater treatment system locations.
- 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.

- Contractor's work teams used for this contract shall consist of EPA certified operators. The contractor should make every effort to ensure that staff assignments remain constant during the life of the contract. The water and wastewater services shall be performed only by operators directly employed and supervised by the Contractor, who are licensed, experienced and skilled in the operation and maintenance of water and wastewater systems like those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner.
- 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.
- 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.
- Removal and proper disposal of all material, including, but not limited to, oil, fluids, chemicals and any solids, shall be the responsibility of the vendor and must be done in compliance with all State laws and regulations. When necessary, the vendor will be required to provide a manifest to show oils and fluids were disposed of in accordance to State requirements.
- The contractor shall guarantee its workmanship and materials for a period of one (1) year from the date of acceptance by the facility and shall promptly remedy, at the contractor's expense, all defects due thereto which becomes evident during the guarantee period and pay all expenses for any damages to other systems or structures resulting from work the awarded contractor performed.
- 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

#### **4.2: Contractor's Limitations**

It is mutually agreed that the Contractor shall not be under any obligation to make any repairs or replacements caused by malicious damage or fire (other than caused by Contractor or its Subcontractors), including electrical fire (other than electrical fire caused by failure of components covered by this Contract or caused by Contractor's work hereunder).

#### **4.3: Scope of Services**

The intent of this scope of work is to state and define the terms and conditions under which the highly qualified and sufficiently capable Contractor(s) shall:

- Maintain satisfactory regulatory compliance for the water and wastewater systems identified, and
- Provide management, operation, maintenance and repair services for the water and wastewater systems identified in accordance with Rule 3745-7-21 of the Ohio Administrative Code, and
- State and define the terms and conditions under which the Ohio Department of Transportation (ODOT) shall compensate the Contractor for such services rendered.

It is the intent of this scope of work to ensure that all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures

and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Department that the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.

#### **4.3.1: Water Operations**

The awarded vendor and all designated operators must be familiar with the conditions and requirements, written or implied, of the OEPA and the PWS permit requirements for each public water system.

##### **4.3.1.1: Operator Licensing Minimum Requirements**

The awarded vendor operating a public water system shall designate a professional lead operator of record to oversee the technical operation of the public water system in accordance with paragraph (A)(1) of rule 3745-7-02 of the Ohio Administrative Code. The awarded vendor shall also designate two (2) backup operators to be responsible for operations in the absence of the lead operator. Each operator of record shall have a valid certification of a class equal to or greater than the classification of the assigned public water system or distribution system.

##### **4.3.1.2: Operational Plan**

It shall be the responsibility of the awarded vendor to formulate an Operational Plan that meets all regulatory requirements and the Operator of Record requirements for the OEPA. The awarded vendor shall submit a plan for each of the awarded facilities and an overall plan for each awarded ODOT District. The plan should be complete, detailing how the awarded vendor will provide adequate staffing including staffing to cover vacations, holidays, weekends, and required Operator of Record visits. All required Operational Plans shall be submitted and reviewed with the District Facilities Program Administrator or their designated representative and the Statewide Facilities Contracts Administrator within thirty (30) days of award of the contract.

##### **4.3.1.3: Minimum Service Requirements**

The awarded vendor shall ensure that the professional operator of record is physically present at the facility in accordance with the requirements of Rule 3745-7-03 of the Ohio Administrative Code. The operator shall be responsible for determining and maintaining the proper operating parameters required at each water treatment facility to maintain high quality drinking water and meet OEPA requirements.

Routine operation of the water supply systems includes, but is not limited to:

- Checking for proper operation of well pumps and service pumps
- Checking the integrity of the well heads
- Checking the integrity of the access points of the reservoirs
- Maintaining an adequate supply of treatment chemicals
- Checking and maintaining a residual chlorine level of no less than 0.2 mg/L and no more than 4 mg/L of free chlorine daily
- Checking for air or water leaks in the system
- Checking hydro pneumatic tanks for proper air charge and adequate system pressure
- Verifying proper operation of filter systems
- Overall visual inspection of the system and associated components

The contractor shall be responsible for effectively posting any public notification requirements and taking appropriate actions to protect the public. Contractor shall be responsible for correcting any noncompliant operation. Contractor shall inform the appropriate District Facilities Program Administrator or their designated representative as soon as possible of any actions taken in this regard.

##### **4.3.1.4: Sampling and Testing Requirements**

It is the responsibility of the bidding contractor to obtain and confirm the current sampling and testing requirements of each PWS prior to submission of their bid. The awarded vendor shall be responsible for sampling and analyzing water samples in accordance with the current, appropriate OEPA monitoring schedule. The awarded vendor shall be responsible for reporting sampling and testing results to the OEPA and the ODOT District. The awarded vendor shall be responsible for maintaining compliance with the current OEPA sampling and testing requirements for each PWS monitoring schedule.

**4.3.1.5: OEPA Reporting Requirements**

The awarded vendor shall be responsible for completing and submitting all required OEPA Reports in a timely manner and in accordance with Rule 3745-7-09 of the Ohio Administrative Code.

**4.3.2: Wastewater Operations**

The awarded vendor and all designated operators must be familiar with the conditions and requirements, written or implied, of the OEPA and the NPDES permit requirements for each treatment works and sewerage (collection) system.

**4.3.2.1: Operator Licensing Minimum Requirements**

The awarded vendor shall designate a lead operator of record to oversee the technical operation of the treatment works and sewerage (collection) system in accordance with paragraph (A)(2) of rule 3745-7-02 of the Ohio Administrative Code. The awarded vendor shall also designate two (2) backup operators to be responsible for operations in the absence of the lead operator. Each operator of record shall have a valid certification of a class equal to or greater than the classification of the assigned treatment works as defined in each NPDES permit.

**4.3.2.2: Operational Plan**

It shall be the responsibility of the awarded vendor to formulate an Operational Plan that meets all regulatory requirements and the Operator of Record requirements for the OEPA. The awarded vendor shall submit a plan for each of the awarded facilities and an overall plan for each awarded ODOT District. The plan should be complete, detailing how the awarded vendor will provide adequate staffing including staffing to cover vacations, weekends, and required Operator of Record visits. All required Operational Plans shall be submitted and reviewed with the District Facilities Program Administrator or their designated representative and the Statewide Facilities Contracts Administrator within thirty (30) days of award of the contract.

**4.3.2.3: Minimum Service Requirements**

The awarded vendor shall ensure that the treatment works operator of record is physically present at the facility in accordance with the requirements of Rule 3745-7-04 of the Ohio Administrative Code. The operator will be responsible for determining and maintaining the proper operating parameters required at each wastewater treatment facility to maintain high quality effluent and meet the requirements of the NPDES permits.

Routine operation of the treatment works and sewerage (collection) system includes, but is not limited to:

- Removing and properly disposing of rags on screens and floating on surface of clarifiers
- Cleaning weirs and weir troughs
- Checking aeration tank air flow for even distribution, clean and or repair as necessary to correct air flow
- Verify proper operation of Return Activated Sludge pump
- Scraping sides and slopes of clarifiers
- Cleaning clarifiers
- Wasting sludge from clarifiers
- Decanting sludge tanks
- Cleaning sand filters and properly disposing of the waste
- Refilling chlorine supply



- Cleaning UV bulbs (once per week from May 1 through October 31)
- Overall visual inspection of the system and associated components

The awarded vendor shall be responsible for effectively posting any public notification requirements and taking appropriate actions to protect the public. Awarded vendor shall be responsible for correcting any noncompliant operation. Awarded vendor shall inform the appropriate District Facilities Program Administrator or their designated representative as soon as possible of any actions taken in this regard.

#### **4.3.2.3.1: Sampling and Testing Requirements**

It is the responsibility of the bidding contractor to obtain and confirm the current requirements of each NPDES permit for discharge limits and sampling frequencies prior to submission of their bid. The awarded vendor shall be responsible for collecting and having samples analyzed and reporting results to OEPA and the ODOT District for each treatment works and sewerage (collection) system. The awarded vendor shall be responsible for maintaining compliance with all current OEPA NPDES permit requirements for each treatment works and sewerage (collection) system.

Where industry standard practices suggest testing in addition to the monitoring required by permit, the operator will be responsible for monitoring any of the following at the frequencies recommended by the Compliance Assistance Division of OEPA for small activated sludge plants:

- Aeration DO of each tank 3 times per week
- pH of Aeration Tanks 3 times per week
- MLSS (Mixed Liquor) of Aeration Tank once per week
- RASSS (Return Activated Mix Liquor) once per week
- Percent Solids/Spin Test on aeration tanks once per week
- Percent Solids/Spin Test on RAS once per week
- 30-minute settling test of aeration tanks once per week
- Field analyze clarifier ammonia once per week
- Clarifier sludge depth once per week
- Replacing UV bulbs every 2 years (material and labor cost included in contract cost)

#### **4.3.2.3.2: OEPA Reporting Requirements**

The awarded vendor shall be responsible for completing and submitting all required OEPA Reports in a timely manner and in accordance with Rule 3745-7-09 of the Ohio Administrative Code.

#### **4.3.2.4: Vegetation Management**

The awarded vendor shall be responsible for removal, management and proper disposal of all volunteer vegetation within the fenced area of the treatment works and sewerage (collection) system. Pre and post-emergent herbicides may be used at the contractor's option. If herbicide application is chosen as the method of management, the awarded vendor shall perform these services only with an Ohio Department of Agriculture licensed applicator with the proper certification. All documentation required for application along with a copy of the applicators license shall be provided to ODOT when applicable. The cost of all weed control work shall be included in the contract price for the specific site. **Plant material, other than weeds, killed by application of herbicides shall be replaced at the contractor's expense.**

#### **4.3.2.5: Pumping and Maintenance Services for Vaults and Trash Traps**

Awarded vendor shall be responsible for coordination and scheduling of pumping services with the current ODOT contracted vault pumping vendor and be present whenever any tanks associated with the treatment works and sewerage (collection) system are pumped to ensure satisfactory performance and field verification of quantities pumped. Charges for pumping services by the current ODOT contracted vault pumping vendor shall be directly billed to the appropriate ODOT District in accordance with the current ODOT vault pumping contract.

The awarded vendor shall be responsible for removal and proper disposal of trash accumulated in the trash traps as needed. The awarded vendor shall be responsible for the removal and proper disposal of sludge as needed. The Department's policy requires disposal of sludge at a wastewater treatment plant and specifically prohibits land application of the sludge.

#### **4.3.3: Non-Permitted Packaged Wastewater Systems**

Non-Permitted Package Wastewater Systems in use by the Department include several different types of systems containing one or more of the following components:

- Septic tank with average capacity of less than 2,500 gallons
- Leach bed piping system connected to septic tank
- Mounded leach bed piping system connected to a septic tank
- Small capacity liquid lift stations between 50-150 gallons with pumps, connected to mounded leach bed piping systems
- Unitized Aerobic Digestion Sewage Treatment Plants typically containing an inlet trash trap, central aeration chamber, secondary clarifier chamber and in some situations a final chlorine contact tank before reaching final effluent.

The awarded vendor shall be responsible for performing tasks required for proper operation of the treatment process. At a minimum the operator will be responsible for performing the following once per month:

- Inspection of the condition and integrity of the system
- Verification of the operation of the pumps and mechanical components

Awarded vendor shall be responsible for coordination and scheduling of pumping services with the current ODOT contracted vault pumping vendor and be present whenever any tanks associated with the septic system are pumped to ensure satisfactory performance and field verification of quantities pumped. The contractor will be responsible for determining the length of time elapsed from the last pumping to determine if the tanks will require pumping. Every effort shall be made to coordinate pumping of tanks connected to these systems on a schedule representative of the system needs. The Department's policy requires disposal of septage at a wastewater treatment plant and specifically prohibits land application of the septage. Charges for pumping services by the current ODOT contracted vault pumping vendor shall be directly billed to the appropriate ODOT District in accordance with the current ODOT vault pumping contract.

The awarded vendor shall submit a written report following each monthly inspection to the appropriate District Facilities Program Administrator or their designated representative.

#### **4.3.4: Pump Stations/Lift Stations**

The awarded vendor shall be responsible for performing tasks required for proper operation of pump/lift stations. At a minimum the operator will be responsible for performing the following once per month:

- Inspection of the condition of the station
- Verification of proper operation of the pumps and floats
- Cleaning of the station

The awarded vendor shall submit a written report following the monthly inspection of each site to the appropriate District Facilities Program Administrator or their designated representative.

Awarded vendor shall be responsible for coordination and scheduling of pumping services with the current ODOT contracted vault pumping vendor and be present whenever any tanks associated with the pump/lift stations are pumped to ensure satisfactory performance and field verification of quantities pumped. The contractor will be responsible for determining the length of time elapsed from the last pumping to determine if the tanks will require pumping. The Department's policy

requires disposal of septage at a wastewater treatment plant and specifically prohibits land application of the septage. Charges for pumping services by the current ODOT contracted vault pumping vendor shall be directly billed to the appropriate ODOT District in accordance with the current ODOT vault pumping contract.

#### **4.3.5: Preventive Maintenance**

The awarded vendor shall perform preventive maintenance activities in a manner that preserves the life of the equipment, keeps equipment clean and serviceable, and ensures the proper operation of the facility water and wastewater systems. Preventive maintenance includes, but is not limited to the following activities:

- Troubleshooting and adjusting equipment
- Cleaning and re-oiling blower air filters
- Replacement of filters and belts
- Cleaning air diffusers
- Lubricating pumps, motors, blowers, and other wear points
- Checking for proper operation of pumps and float switches

#### **4.3.6: Removal of Equipment from Service**

If any system component must be removed from service during normal work hours, the awarded vendor's technician must coordinate the removal from service with the District Facilities Program Administrator or their designated representative. The technician shall post signage on the unit and isolate the power supply to the equipment with their own lockout/tag out device in accordance with OSHA standard 1910.147.

#### **4.3.7: Maintenance Program (CMMS)**

The awarded vendor shall utilize a Computerized Maintenance Management System (CMMS) to generate preventive maintenance work orders and track reactive maintenance tasks for system components and equipment. Any piece of equipment that is relevant to the operation of the plant must be entered in the CMMS. The awarded vendor shall provide CMMS access to the appropriate District Facilities Program Administrator or their designated representative for approval within fifteen (15) days of award of the contract.

At a minimum, each mechanical piece of equipment must be scheduled for some type of preventive maintenance at least once a month even if it is only a visual inspection that would include observing the equipment during operation for leaks, excessive vibration, overheating, and unusual noise. The original manufacturer's manuals must be referenced when determining the preventive maintenance tasks for the equipment. Work orders shall be issued monthly or according to manufacturer recommendations, whichever is more frequent, for all types of work. All work performed shall be documented in the CMMS.

Monthly reports that list the routine, preventive and reactive maintenance tasks must be made available to the appropriate District Facilities Program Administrator or their designated representative at the end of each month.

A **Failure Analysis Report** must be developed and delivered to the appropriate District Facilities Program Administrator or their designated representative within seven days following the failure of any critical piece of equipment. The report should list the steps that were taken to determine the most likely cause of the failure, who participated in the investigation, a list of similar equipment that could be prone to the same type of failure, and what steps are being taken to prevent similar types of equipment failures in the future. A critical piece of equipment is one that fits either of the following criteria:

- The failure of the equipment could negatively affect the quality of the water or wastewater being processed.
- The failure of the equipment could cause a facility to be closed.

#### **4.3.8: Annual Report**

In January of each year of the subsequent contract, excluding January 2021, the awarded vendor shall provide the Statewide Facilities Contracts Administrator with an Annual Report detailing the work performed at each contracted location, the projects undertaken, any additional work performed, provide recommendations for projects that should be completed in the coming year and any general comments regarding the overall condition of the contracted locations. The awarded vendor should coordinate with the Contracts Administrator to determine the final content and structure of the Annual Report prior to the initial submission in January 2022. The established format will be utilized for all subsequent Annual Reports.

#### **4.3.9: Fines and Penalties**

During the entire term of the subsequent contract, the awarded vendor shall be wholly responsible for any fines or penalties levied upon any facility where they are the designated operator of record due to the neglect of the awarded vendor and/or their employees to properly maintain satisfactory regulatory compliance of the systems covered by these specifications.

### **Section 5: Outside Scope of Services Work**

Any work outside the scope of service of these specifications found to be necessary for the safety, operation and/or regulatory compliance of the systems and associated components of this contract shall be brought to the attention of the District Facilities Program Administrator or their designated representative immediately. The vendor shall submit a proposal explicitly detailing the work required and listing the labor, material and other charges or items necessary to perform the work in accordance with these specifications. The approved proposal shall then constitute a quote for the performance of the work. An approved quote for work shall be paid by approved methods and timeframes after receipt of a properly formatted invoice. Written approval must be given by ODOT prior to repairs being made. Non-contract work performed without the approval of ODOT will be at the vendors' expense.

The Department reserves the right to the following without affecting the terms and conditions of this contract:

- Perform any work not covered by this contract with Department personnel
- Place any work not covered by this contract out for bid

#### **5.1: Outside Scope of Services Workflow Process**

##### **5.1.1: Initial Contact and Site Visit**

Once a project is identified, the awarded vendor shall perform a site visit within five (5) working days (excluding state observed holidays) or at a mutually agreeable time beyond the five (5) working days requirement, after being contacted by the appropriate District Facilities Program Administrator or their designated representative at the project site to discuss and define the scope of work for the requested project. Compensation for the time involved for the site visit shall be built into the labor rates listed on the pricing page.

##### **5.1.2: Presentation of Project Plan and Cost**

The awarded vendor shall present a written project plan within five (5) business days from date of site visit. A template of how the costs should be detailed is included with the excel pricing file for your use. The written plan and the pricing template shall include at least the items listed below:

- Estimated material list
- A list of which trades will be on the job
- Estimated project 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
- Project milestones (when appropriate)
- Site preparation details
- Site cleanup and waste disposal measures
- Detailed proposed labor breakdown showing number and classification of employees including on the job Site Supervisor when requested and approved by the appropriate district Facilities Department
- Construction drawings and specifications when required by the appropriate district Facilities Department or if required for permits
- Required building permits and associated fees

#### **5.1.2.1: Notification to Statewide Facilities Operations**

For all project proposals more than \$25,000, the vendor personnel shall communicate the proposal by email to Statewide Facilities Operations Office in addition to the requesting District staff. The proposals shall be sent to:

[Timothy.Brunney@dot.ohio.gov](mailto:Timothy.Brunney@dot.ohio.gov)

#### **5.1.3: Acceptance of Project and Commencement of Work**

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

The awarded vendor shall not commence work without written prior approval of Project Plan and vendor receipt of purchase order, or as directed by the appropriate District Facilities Program Administrator or their designated representative.

### **Section 6: Items Provided by the Vendor**

#### **6.1: Materials and Supplies**

All materials and supplies shall be specifically designed for the use. The Vendor shall utilize all replacement parts from manufacturers whose parts are equal to or better than the original equipment manufacturer (OEM) components whenever possible. All parts must be installed according to manufacturer's specifications and recognized practices. The use of reconditioned parts or components shall not be permitted under any circumstances unless OEM components are no longer available. Compensation for the time involved obtaining materials and parts shall be included in the labor breakdown portion of the approved project plan.

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.

All unused items included in the accepted project plan and cost shall become the property of the Ohio Department of Transportation and shall be stored or disposed of at ODOT's recommendation.

**6.2: Equipment**

**6.2.1: Vendor Owned Equipment**

All vendor owned equipment used to complete the project will be paid by the department at the appropriate vendor provided rate listed in the equipment pricing spreadsheet by specific county. All equipment rates shall include fees for the equipment use and mobilization fees where necessary. Costs for operation of equipment shall be itemized and paid based on the hourly rates bid for labor.

**6.2.2: Rental Equipment**

All rental equipment used to complete the project will be reimbursed by the department at invoice cost with no vendor markup. Compensation for the time involved to pick up and return rental equipment where delivery and pick up are not included in the rental fees shall be included in the labor breakdown portion of the approved project plan.

**6.3: Plans**

Vendor shall be responsible for providing project plans as requested by the department and/or required for necessary regulatory permits.

**6.4: Permits**

Any permits required by the appropriate Authority Having Jurisdiction shall be obtained by the vendor and will be reimbursed by the Department at cost. The awarded vendor(s) shall be wholly responsible for interpreting the permitting requirements for each specific project. If an awarded vendor fails to obtain the required permits for any project and is subsequently found in violation by the appropriate Authority Having Jurisdiction, all costs (labor, permit fees, stamped construction drawings, etc.) associated with obtaining the required permits shall be wholly borne by the vendor performing the work.

**Section 7: Labor**

**7.1: Work Hours**

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 Maintenance Supervisor or their designated representative. 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.

**7.2: Sign In**

Sign in and sign out documentation shall be recorded in the CMMS system provided and maintained by the awarded vendor.

**7.3: Guarantee of Workmanship**

The contactor shall guarantee its workmanship and materials for a period of one (1) year from the date of acceptance by the facility and shall promptly remedy, at the contractor's expense, all defects due thereto which becomes evident during the guarantee period and pay all expenses for any damages to other systems or structures resulting from work the awarded contractor performed.

**7.4: Standard and Scheduled Service Wage Rates**

Standard and Scheduled Service shall be considered any on demand service and/or repairs, scheduled service and repairs, deliveries and outside scope of service work that are performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday, excluding state holidays.

Outside Scope of Service Projects amounting to **less than** the biennially adjusted current prevailing wage threshold levels for Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting for Building Construction by the State of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration shall be subject to the Standard and Scheduled Service Wage Rates submitted by the vendor.

**7.4.1: Standard and Scheduled Service Response Time**

Vendor shall respond to a call for service from the District Facilities Program Administrator or their designated representative within four (4) hours from the first telephone, e-mail or fax request. Scheduling of this labor shall be by agreement of the District Facilities Program Administrator or their designated representative and the awarded vendor designated representative.

**7.5: Emergency Service**

Emergency service shall be considered any unscheduled work that is provided by the vendor during normal working hours or after normal working hours upon notification by the ODOT facility. ODOT will notify vendor by phone that emergency service is required due to equipment failure. The awarded vendor shall commence emergency service maintenance repairs within two (2) hours of the first contact.

Emergency service shall be charged as an additional cost item at the rate quoted in the proposal. Bidders shall indicate the hourly cost for this service during normal working hours on weekdays, after normal working hours on weekdays and on weekends or holidays. The hourly charges, as quoted by the contractor, shall include all labor costs related to providing the emergency service.

**7.5.1: Emergency Service Response Time**

Emergency service shall consist of having the contractor's licensed operator arrive at the applicable ODOT Facility within two (2) hours after notification by the District Facilities Program Administrator or their designated representative that emergency service is needed from the first telephone, e-mail or fax request. The contractor must be capable of responding at any time of the day or night upon notification that a situation exists, or emergency has occurred. The contractor must have adequate personnel available to provide emergency services twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Emergency service performed between the hours of 7:00 AM and 4:00 PM, Monday through Friday, excluding state holidays shall be paid at the Standard and Scheduled Service rate(s) listed in the pricing documents.

**7.6: State of Ohio Prevailing Wage Rates**

Prevailing wages will only be paid on Outside Scope of Services Work performed in accordance with **Section 5: Outside Scope of Services**, above. Outside Scope of Services Projects amounting to **more than** the biennially adjusted current prevailing wage threshold levels for Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting for Building Construction by the State of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration shall be subject to the Prevailing Wage Rates calculation process below.

The Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration has determined that work identified in this bid and to be performed under this contract may be subject to the requirements of Ohio Revised Code Sections 4115.03 to 4115.16, Prevailing Wage. Upon award of the Contract by ODOT, the successful Contractor, and all of its sub-contractors, guarantees that the prevailing wage for the area, to include any adjustments thereto, as published by the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration will apply to any worker assigned by the Contractor and all of its sub-contractors to any project that requires prevailing wage. It is the responsibility of the Contractor to determine on a project by project basis if prevailing wage rules and regulations apply. Projects amounting to more than the biennially adjusted current prevailing wage threshold levels for Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting for Building Construction shall be subject to the prevailing wage rates for the specific construction discipline and location at the time of the project. Projects are not to be split into phases to circumvent

Prevailing Wage requirements. If a project is initially estimated and quoted below prevailing wage threshold, but after extra work items, change orders, or other factors raise the project total over the prevailing wage threshold the vendor is responsible for paying prevailing wages to all workers on the project. The original estimate/quote for the project shall be revised to reflect the additional payment of prevailing wages to all workers.

The vendor shall post or make available to all labor employed on the contract the prevailing wages listed in this proposal and any modifications to the wage rates that may come after award of this contract. On the first pay date of contract work the vendor shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying the District Prevailing Wage Coordinator (DPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the vendor and employee and kept in the vendor's payroll files.

For projects that the Contractor, in coordination with the Ohio Department of Commerce, has determined must be quoted at Prevailing Wage rates, the Contractor must calculate the hourly rates to be charged to the Department. The hourly rates will be calculated for each required job classification by multiplying the exact Prevailing Wage rate currently in effect for the project site by the appropriate Overhead % from the Bid Price Pages and add this to the exact Prevailing Wage rate to get the Prevailing Wage rate for the quote. The project quote must break out each job classification and show the calculation of each Prevailing Wage rate.

Example:

If the Bidder enters \$50.00 per hour on the Labor Rates Page for Standard Wages (including overhead) and pays the employee a base \$30.00 per hour, the Overhead % to be entered on the Labor Rates Page would be 66.6%.  $(\$50.00 - \$30.00) = \$20.00 / \$30.00 * 100 = 66.6\%$

To calculate the Contractor's maximum allowable wage rate for quotes that require Prevailing Wage, the Contractor would get the Ohio Department of Commerce Prevailing Wage rates for the project site and multiply each one by the Overhead % and add that to the exact Prevailing Wage rates. If the exact prevailing wage rate for the above job classification was \$42.56, then the maximum allowable wage rate on quotes requiring Prevailing Wage rates would be \$70.90.  $\$42.56 + (\$42.56 * 66.6\%)$ .

ODOT reserves the right to request all payroll records from an awarded vendor to verify the payment of prevailing wages to workers. This information may be requested at any time and the vendor shall have two (2) business days to provide all that is requested by the Department. A vendor's refusal or failure to provide payroll records, copies of checks to workers, etc. shall be grounds for immediate contract termination.

Failure to pay prevailing wage rates to workers on projects meeting or exceeding the biennially adjusted current prevailing wage threshold levels for Reconstruction, enlargement, alteration, repair, remodeling, renovation or painting for Building Construction shall be grounds for immediate contract termination and may also prohibit the vendor from being able to bid with the Department in the future.

**7.6.1: Prevailing Wage Compliance**

For any project proposal submitted in accordance with these specifications that exceeds the prevailing wage threshold levels identified above, the vendor shall provide a copy of the proposal to the appropriate District Contract Compliance Program Manager within the ODOT Division of Opportunity, Diversity and Inclusion's Office of Civil Rights Compliance listed below to ensure the Department follows Prevailing Wage regulations. The Program Managers will answer any questions you may have pertaining to prevailing wages and the process to be followed for this contract.

Districts	Contact	Email	Office	Mobile
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1, 2, 7 and 8	Rhonda Voisard	<a href="mailto:Rhonda.Voisard@dot.ohio.gov">Rhonda.Voisard@dot.ohio.gov</a>	937-497-6871	937-538-0975
3, 6, 9 and 10	Teresa Vannoy	<a href="mailto:Teresa.Vannoy@dot.ohio.gov">Teresa.Vannoy@dot.ohio.gov</a>	740-833-8087	614-230-6509
4, 5, 11 and 12	Tom Yanka	<a href="mailto:Thomas.Yanka@dot.ohio.gov">Thomas.Yanka@dot.ohio.gov</a>	740-323-5138	614-867-4319

**Section 8: 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 9: 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 10: 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.

**Section 11: Invoicing Requirements**

Two (2) copies of each invoice are to be sent by standard mail or electronically to the appropriate District contact below:

ODOT District 1 Facilities  
 Attn: Tony Lotz  
 1705 North McCullough Street  
 Lima, OH 45801  
[tony.lotz@dot.ohio.gov](mailto:tony.lotz@dot.ohio.gov)

ODOT District 2 Facilities  
 Attn: Greg Strausbaugh  
 317 E. Poe Road  
 Bowling Green, OH 43402  
[gregory.strausbaugh@dot.ohio.gov](mailto:gregory.strausbaugh@dot.ohio.gov)

ODOT District 3 Facilities  
 Attn: Dick Feldkamp  
 906 Clark Avenue  
 Ashland, OH 44805  
[richard.feldkamp@dot.ohio.gov](mailto:richard.feldkamp@dot.ohio.gov)

ODOT District 4 Facilities  
 Attn: Nathan Crozier  
 2088 Arlington Road  
 Akron, OH 44036

[nathan.crozier@dot.ohio.gov](mailto:nathan.crozier@dot.ohio.gov)

ODOT District 5 Facilities  
Attn: Bob Roahrig  
9600 Jacksontown Road  
Jacksontown, OH 43030  
[bob.roahrig@dot.ohio.gov](mailto:bob.roahrig@dot.ohio.gov)

ODOT District 6 Facilities  
Attn: Karl Newman  
400 E. William Street  
Delaware, OH 43015  
[karl.newman@dot.ohio.gov](mailto:karl.newman@dot.ohio.gov)

ODOT District 7 Facilities  
Attn: Ryan Noll  
1001 St Marys Avenue  
Sidney, OH 45365  
[ryan.noll@dot.ohio.gov](mailto:ryan.noll@dot.ohio.gov)

ODOT District 8 Facilities  
Attn: Bob Montgomery  
505 S. State Route 741  
Lebanon, OH 45036  
[bob.montgomery@dot.ohio.gov](mailto:bob.montgomery@dot.ohio.gov)

ODOT District 9 Facilities  
Attn: Ed Cox  
650 Eastern Avenue  
Chillicothe, OH 45801  
[edward.cox@dot.ohio.gov](mailto:edward.cox@dot.ohio.gov)

ODOT District 10 Facilities  
Attn: Tim Marty  
338 Muskingum Drive  
Marietta, OH 45750  
[timothy.marty@dot.ohio.gov](mailto:timothy.marty@dot.ohio.gov)

ODOT District 11 Facilities  
Attn: Steve Limbacher  
2201 Reiser Avenue  
New Philadelphia, OH 44663  
[steve.limbacher@dot.ohio.gov](mailto:steve.limbacher@dot.ohio.gov)

Statewide Facilities Contracts  
Administrator:  
Tim Brunney Jr.  
[timothy.brunney@dot.ohio.gov](mailto:timothy.brunney@dot.ohio.gov)

Vendor shall provide on each invoice the vendor's Tax ID number, a description of the work performed, date(s) performed, the hourly rate charged, and the actual hours worked for any invoice involving labor along with a copy of the accepted project plan showing total detailed project cost. For any invoice involving purchasing of materials and/or supplies, vendor shall provide documentation in accordance with Section 6.1: Materials and Supplies, of these specifications.

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

**Section 12: Price Adjustment**

Either the Contractor or the Owner shall be entitled to review the Contractor's labor and material costs for potential adjustment of the maintenance fee at least sixty (60) days prior to the commencement of the third year under the term of this Contract (or sixty (60) days prior to the commencement of each renewal year thereafter). Proposed changes submitted less than thirty (30) days prior to said date will not be considered until the next year.

Upon submission of substantial proof, satisfactory to the Department, that the Contractor's actual labor and/or material costs for performance of the contracted service have changed, the monthly price for service coverage shall be adjusted accordingly.

Annual adjustments shall be effective the first day of the new Contract year and shall remain unchanged for the next twelve (12) months.

**Section 13: 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 14: Bid Pricing**

All vendors shall provide all required information listed on the pricing spreadsheet. All labor rates submitted must include the bidder's profit and overhead. 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. Each District Inventory Pricing Tab**
  - a. The monthly site price for proposed services at each site listed
- 2. Table 1 Tab - All labor rates shall include all profit and overhead in the bid rate per hour**
  - a. Table 1A: Base Hourly Rates**
    - i. Provide the listed hourly rates for each ODOT District.
  - b. Table 1B: Outside Scope of Service Supporting Data**
    - i. Vendor specified markup on supplies and materials not to exceed fifteen (15) percent.
    - ii. Percentage (%) of Bid Rates attributed to Overhead as described in Section 7.6: State of Ohio Prevailing Wage Rates
- 3. Equipment Rates Tab**
  - a. Vendor owned equipment hourly, daily and weekly rates including mobilization without operator labor for each ODOT District.

**Bidders may bid on one, multiple, or all Districts.**

**Section 15: Public Liability Insurance**

The bidder shall furnish with their bid, proof of insurance consisting of certificates of insurance for the following insurance and minimum amounts of coverage:

- Comprehensive General Liability Insurance  
The minimum limits of liability for this insurance shall be as follows:  
\$5,000,000 Damage to Property for each occurrence  
\$5,000,000 Damage to Rented Premises for each occurrence  
\$5,000,000 for each injury or death arising out of one occurrence  
\$5,000,000 Excess Umbrella coverage for each occurrence

The Comprehensive General Liability Insurance shall name ODOT, employees and agents as additional insureds. The insurance policy shall be endorsed to include broad form property damage, contractual liability, completed operations and independent contractors' coverage.

- Comprehensive Automobile Liability Insurance  
The minimum limits of liability for this insurance shall be as follows:  
\$1,000,000 Combined Single Limit of Liability for Bodily Injury or Property Damage

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles.

- Workers Compensation and Employer's Liability Insurance in form as required by Ohio law

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 of cancellation becomes effective. All insurance policies shall be through insurance companies licensed to conduct business in the State.

#### **Section 16: Required Ohio Shared Services Vendor Registration**

All vendors that are deemed awarded any portion of this invitation to bid are required to be registered through the Ohio Shared Services Office to obtain an OAKS Vendor Identification Number, if they have not already obtained one, for an award of this invitation to occur. An award of this invitation cannot be completed until this vendor registration process has taken place and an OAKS Vendor Identification Number has been assigned. It is strongly encouraged that prospective bidders submit their vendor registration paperwork to Ohio Shared Services **before** the day of the bid opening of this invitation to bid. This will avoid delays in the awarding of this invitation to bid and allow contract purchasing to commence sooner.

The required forms to become registered through Ohio Shared Services can be found by following the link below:

<http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx>

Completed forms are required to be submitted directly to Ohio Shared Services, per the submission instructions on the forms. Completed forms or questions regarding this vendor registration process should not be directed to ODOT. Any questions regarding this registration process should be directed to Ohio Shared Services Customer Service by calling 1-877-644-6771.

**PLEASE NOTE: THIS VENDOR REGISTRATION PROCESS DOES NOT APPLY TO VENDORS WHO REGULARLY PARTICIPATE ON ODOT PURCHASING CONTRACTS. IF THE DEPARTMENT HAS ISSUED TO YOUR COMPANY A PURCHASE ORDER IN THE PAST SEVERAL YEARS, AS A DIRECT RESULT OF AN AWARDED PURCHASING CONTRACT SUCH AS THIS ONE, YOU WOULD HAVE ALREADY OBTAINED AN OAKS VENDOR IDENTIFICATION NUMBER THROUGH OHIO SHARED SERVICES.**

#### **Section 17: Proposal Submission and Format**

##### **17.1: Proposal Submission**

The proposal must be prepared and submitted in accordance with instructions found in this section and must be received by ODOT no later than 1:00 PM, EST on November 24, 2020. Proposals received after this date and time will not be reviewed. Material mailed or submitted separately from the proposal packet will not be accepted or added to the proposal by ODOT staff.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until Successful Proposer(s) are selected after Phase II at which time all submitted information becomes part of the public record.

#### **17.1.1: Electronic Submission**

The entire Proposal should be emailed to [contracts.purchasing@dot.ohio.gov](mailto:contracts.purchasing@dot.ohio.gov). "RESPONSE FOR RFP 520-21, WATER AND WASTEWATER OPERATIONS." The Technical Proposal is defined as any part of the proposal, either as required by ODOT or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODOT as a required component of the proposal.

Along with the Technical Proposal, the Response must submit the Cost Proposal, as a separate, document. Clearly labeled "COST PROPOSAL FOR RFP 520-21."

**No cost information should be included in the Technical Proposal document.**

#### **17.2: Proposal Format**

In developing their proposals, vendors must fully and appropriately plan and price their proposed projects (cost information must be restricted to the Cost Proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that proposals be organized in the following order and that wherever appropriate, sections of the proposal should refer by section number to those RFP requirements to which they correspond.

A copy of the Technical Proposal Score Sheet is provided as Attachment B of this RFP. Vendors are strongly encouraged to use the score sheet to check their proposals for quality, compliance, and completeness prior to submission.

##### **17.2.1: Proposal Organization**

The vendor's Technical Proposal must contain the following components, as described below. Any other information thought to be relevant, but not applicable to a specific RFP section may be included in the proposal and so marked as an additional tab. ODOT reserves the right not to review submitted appendices which include information or materials not required in the RFP.

*Vendors should organize their Technical Proposals in the following order:*

##### **Cover Letter**

Vendor should include a cover letter summarizing their organization's capabilities and experience and how they believe they are qualified to provide the services covered by this RFP.

##### **Organizational Experience and Qualifications**

In this section, the vendor shall provide their organizational experience, qualifications and references as requested in Section 3.2 of the proposal.

Sample Project and Organizational Reference 1  
Sample Project and Organizational Reference 2  
Sample Project and Organizational Reference 3  
Sample Project and Organizational Reference 4

##### **Staff Experience and Capabilities**

In this section, the vendor shall provide a table of organization, the experience and capabilities of their leadership, key staff and current/proposed staff as requested in Section 3.3 of the proposal.

Staff Profiles

**Sensitive Personal Information:** It is the sole responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODOT, all proposals submitted may become part of the public record. **ODOT reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

##### **Sample Operational Plans**

In this section, the vendor shall provide sample operational plans for water and wastewater services as requested in sections 4.3 of the proposal.

Sample Water Operational Plan

Sample Wastewater Operational Plan

Sample Non-Permitted Packaged Wastewater Operational Plan

Sample Pump Station/Lift Station Operational Plan

**Maintenance Program (CMMS)**

In this section, the vendor shall provide any information they deem necessary to fully explain the capability of their proposed CMMS system as requested in Section 4.3.7 of the proposal.

**Public Liability Insurance**

In this section, the vendor shall provide a copy of their current proof of liability and workers compensation insurance certificate(s) as required in section 16 of the proposal.

**Alternative Service Suggestions**

In this section, the vendor should provide any alternative service suggestions that may differ from the minimum requirements of the proposal.

**Vendor Attachments of Appendices (as necessary)**

**17.2.2: Cost Proposal**

Vendors are to complete the Cost Proposal Form, provided at the link on the cover page of this RFP and submit it fully completed as the separate sealed Cost Proposal. The Cost Proposal Form requires vendors to provide pricing as defined in Section 14 of this RFP. Vendors are to use their professional comprehension of the effort required to perform those services. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, except as provided in Section 12 Price Adjustment of this RFP.

At the vendor's discretion, additional documentation may also be included with the completed Cost Proposal Form as explanatory information, but when making the vendor selections and when executing the contract, ODOT will consider only the dollar amounts displayed on the Cost Proposal Form.

**Section 18: Criteria for Proposal Evaluation and Selection**

**18.1: Scoring of Proposals**

ODOT reserves the right to contract with the vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODOT. Vendors should not assume that the review team members are familiar with any current or past work activities with the Department. Proposals containing assumptions, lack of enough detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODOT will score in three (3) phases:

**18.1.1: Phase I Review - Mandatory Vendor Qualification**

To be fully reviewed and scored, proposals submitted must pass Phase I Review as required in the Technical Proposal Score Sheet. Any "no" for the listed Phase I criteria will eliminate a proposal from further consideration. Please refer to Attachment B, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.

**18.1.2: Phase II Review – Criteria for Scoring the Technical Proposal**

The PRT will then score those qualifying Technical Proposals, not eliminated in Phase I Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the

Technical Proposal Score Sheet, the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Proposal.

Any proposal which does not meet the minimum required Technical Proposal score as defined in Attachment B will be disqualified from any further consideration and its Cost Proposal will neither be opened nor considered.

**18.1.3: Phase III Review – Criteria for Considering the Cost Proposal**

The PRT will review the Cost Proposals for those qualifying Technical Proposals, not eliminated in Phase II Review. The highest rated proposal will be determined based on a Cost per Quality Point calculation. Total Points will be calculated by the following formula:

Vendors Total Submitted Cost: \_\_\_\_\_ / Grand Total Technical Score: \_\_\_\_\_

Cost per Quality Point Score: \_\_\_\_\_

The Vendor with the lowest Cost per Quality Point Score will be recommended for award of the contract.

**18.2: Final Vendor Recommendation**

The PRT will recommend to the Director of ODOT (or the Director's designee) the technically qualified vendor offering the proposal most advantageous to ODOT, as determined by the processes and requirements established in this RFP.

**18.3: Tie Breaker**

If two (2) or more of the proposals have a score which is tied after final calculation of both the Technical Proposal and the Cost Proposal scores, the proposal with the higher score in the Technical Proposal will prevail.

**Section 19: Attachments**

Attachment A: Project Locations Spreadsheet ([Click Here](#))

Attachment B: Technical Proposal Score Sheet

## Attachment B Technical Proposal Score Sheet to RFP 520-21

### Phase I: Mandatory Vendor Qualification

The proposal must meet all the following Phase I proposal acceptance criteria to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria **shall be disqualified from consideration**.

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor's proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, attachment, a Cost Proposal?	17.1		
3	Does the vendor have at least ten (10) years of documented experience in large scale, multi-site management and operation of regulated water and wastewater systems?	3.1		

### Phase II: Criteria for Scoring the Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODOT. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value.

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

#### Technical Performance Scoring Definitions:

##### “Does Not Meet Requirement”

A particular RFP requirement was not addressed in the vendor's proposal, **Score: 0**

##### “Partially Meets Requirement”

Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 6**

##### “Meets Requirement”

Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

##### “Exceeds Requirement”

Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of expectations, **Score: 10**

A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **307** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **400** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.



ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Does Not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>EXPERIENCE &amp; VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</b>							
1	The vendor has provided a description of the organization size, structure, and capability of meeting project qualifications.	3.1	3				
2	The vendor has provided samples of at least three (3) but no more than four (4) similarly sized projects completed in the past five (5) years that demonstrate expertise in large scale, multi-site management and operation of regulated water and wastewater systems.	3.2	5				
3	The vendor has included names and contact information for at least three (3) entities for which they have performed similar scale projects in the last five (5) years, with a sample or description of each project included.	3.2	3				
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>							
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract.							
4	The vendor has identified by position and by name, the leadership staff considered key to the project's success (at a minimum, key staff identified must include a Contract Administrator). The vendor has included a Table of Organization and a chart showing the number of hours devoted to the project by vendor or subcontractor staff. In addition, specified the administrative personnel who will be assigned to this project and provided the percentage of time devoted to the project by leadership and key staff.	3.3	3				
5	The vendor has documented that lead staff member assigned to the project has at least ten (10) years of experience in large scale, multi-site management and operation of regulated water and wastewater systems.	3.3	3				
6	The vendor has documented that additional staff each have at least five (5) years' experience in management and operation of regulated water and wastewater systems.	3.3	3				
7	The vendor has included resumes of key staff expected to work on the project, education and experience of staff in key positions, based on documentation presented and discussed in the vendor proposal.	3.3	2				
<b>SCOPE OF SERVICES AND SPECIFICATIONS</b>							
In this section, the vendor must select one or more representative site(s) of each type of system covered by the proposal and provide the items below in enough detail for the evaluation team to comprehend the methodology that has been or will be utilized in carrying out responsibilities under the contract.							
8	The vendor has provided the minimum operator licensing requirements for each representative system, the proposed operator, and proposed back up operator(s).	4.3.1.1 4.3.2.1 4.3.3 4.3.4	3				
9	The vendor has provided sample operational plans that clearly detail the required activities for proper operation and maintenance of each of the systems covered by the proposal.	4.3.1.2 4.3.2.2 4.3.3 4.3.4	3				
10	The vendor has provided the minimum service requirements for each representative system.	4.3.1.3 4.3.2.3 4.3.3 4.3.4	3				
11	The vendor has provided actual sampling and testing requirements for ODOT facilities that are representative of each type of system covered by the proposal.	4.3.1.4 4.3.2.4 4.3.3 4.3.4	3				
12	The vendor has provided enough information and examples to fully explain the capability of their proposed CMMS system	4.3.7	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Does Not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
13	The vendor has provided all applicable liability and workers compensation insurance certificates	16	2				
14	The vendor has provided alternative service suggestions that may differ from the minimum requirements of the proposal and the benefit to ODOT of these suggestions	3.4	2				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

Based upon the Grand Total Technical Score earned, does the vendor's proposal meet or exceed the minimum Technical score of 307 points?

Yes \_\_\_\_\_ No \_\_\_\_\_

(If "No" vendor's Cost Proposal will **NOT** be opened)

**Phase III: Cost Per Quality Point Scoring**

Qualifying technical proposals that have met the minimum technical score requirements of Phase II will have their submitted bids opened, evaluated and scored to determine the Cost per Quality Point Score.

Vendors Total Submitted Cost: \_\_\_\_\_ / Grand Total Technical Score: \_\_\_\_\_

Cost per Quality Point: \_\_\_\_\_

The Technical Proposal with the lowest Cost per Quality point will be recommended for award of the contract.

**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/520pricing.xls>

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

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

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

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

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

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

**INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING**

(Last revised 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 emailed to: [Contracts.Purchasing@dot.state.oh.us](mailto:Contracts.Purchasing@dot.state.oh.us)
3. **WHAT NEEDS INCLUDED IN BID PACKAGE:** Submitted bid packages should include, at a minimum, a completed Signature Page, a completed Excel pricing page, and all necessary supportive documentation, forms, and any other information required herein. The Department may deem a bid non-responsive for failure to submit any of the documents requested above.
4. **PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS:** Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Department's attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted electronically (hyperlink below). During the competitive bidding process, bidders (and their agents) are prohibited from contacting any ODOT office, including District offices, other than the Office of Contract Sales, Purchasing Services section to obtain responses to any questions. The Department may find a bidder non-responsive for failing to adhere to any of the above requirements.

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

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

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

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

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

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

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

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

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

6. **PRE-BID CONFERENCES:** The Department reserves the right to hold mandatory or optional pre-bid conferences at its discretion. Conferences may be held either in-person or via webinar/phone conference formats. Bidders will be required to sign-in at all pre-bid conferences. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of 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:** [Contracts.Purchasing@dot.state.oh.us](mailto:Contracts.Purchasing@dot.state.oh.us)
8. **LATE BIDS:** A bid received after 1:00 p.m. eastern time, on the bid submission deadline (bid opening date) established, shall be deemed "Late" and will not be considered for award of this 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 1:00 p.m. deadline.

9. **PUBLIC BID OPENING PROCEDURE:** Due to the current Covid-19 global pandemic, Public bid openings are suspended.
10. **BIDS FIRM:** Once 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 1:01 p.m.)

on the date of the bid submission deadline. Such written notice must set forth the specific reasons for the bid withdrawal.

For requests to withdrawal a bid after the 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 BID OPENING:** A bidder may request to modify their bid response prior to the scheduled date and time set for the public bid opening (i.e. bid submission deadline). To modify a bid response, the bidder must provide an alternate, complete bid package containing all required forms and necessary documents. The alternate bid package must have in the email subject line "REVISED".
13. **UNIT BID PRICES:** The unit bid price(s) submitted shall govern the award of this 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 apparent low bidder either deemed not responsible or whose bid has been deemed non-responsive shall be notified by the Department of that determination and the reasons for it. The notification will be provided by the Department in writing and sent by U.S. mail and at the email address provided on the front cover of the bidder's bid. The bidder will have five (5) calendar days after receipt (by mail or email confirmation) of this notification to file a written, valid protest of the Department's determination. A valid written protest must contain substantive information and evidence so as to refute the Department's asserted claims against either the bid's responsiveness or bidder's responsibility, whichever apply. The Department will only review and respond to valid written protests containing substantive information and evidence. After review of the valid written protest, the Department will either affirm or reverse its original determination.

If a valid written protest is not received by the Department within five (5) calendar days of receipt, the Director of ODOT will move forward awarding the Contract and the affected bidder will have effectively waived its right to protest the Department's decision. For the purposes of this paragraph, "receipt" shall be defined as verification (via either certified mail return receipt or electronic read or delivery receipt) that the apparent low bidder has received the Department's written determination against the affected bidder. Upon the bidder's receipt, the five (5) calendar day response deadline shall commence.

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

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

**GENERAL DEFINITIONS**

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. **EXECUTIVE ORDER 2019-12D:** The Vendor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract, shall sign and require its subcontractors (if any) to sign the attached "Standard Affirmation and Disclosure Form," and shall perform no services required under this Contract outside of the United Departments. The Executive Order is incorporated by reference and also is available at the following website: ([https://procure.ohio.gov/pdf/EO2019-12D/Executive\\_Order\\_2019\\_12WEB.pdf](https://procure.ohio.gov/pdf/EO2019-12D/Executive_Order_2019_12WEB.pdf))

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

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

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

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

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

low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in section 10. below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

**Pertinent Non-Discrimination Authorities:**

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

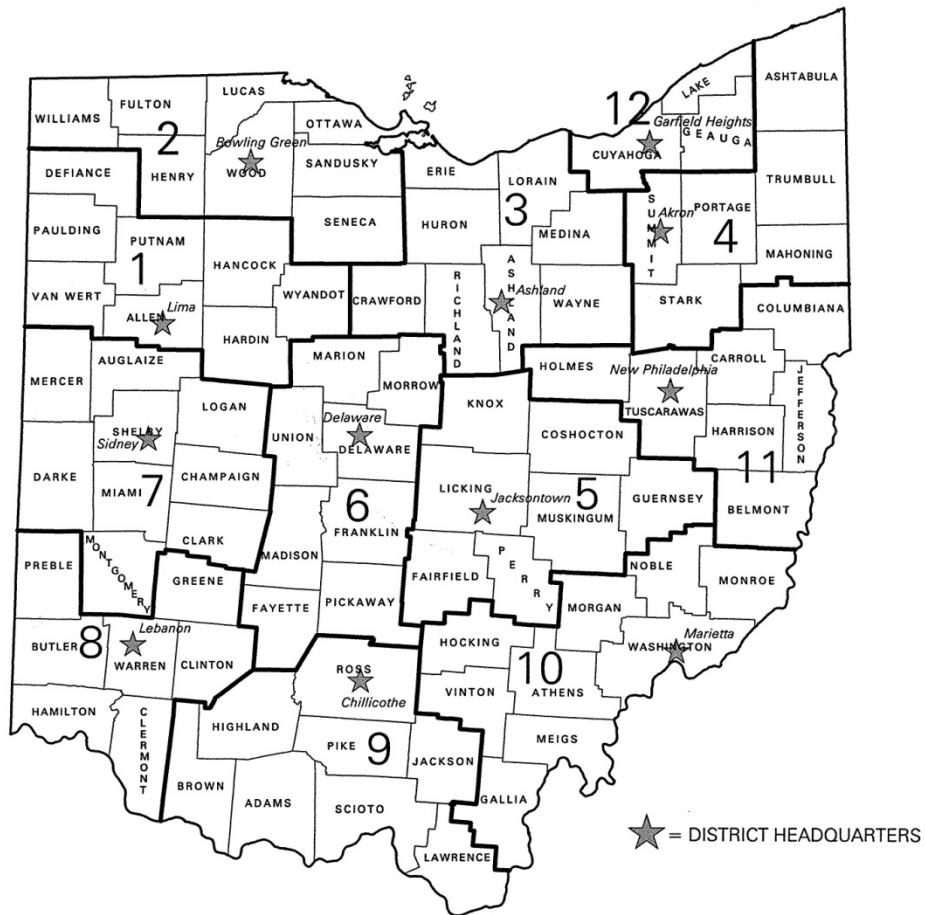


- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

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# DISTRICT MAP

## OHIO DEPARTMENT OF TRANSPORTATION DISTRICT INFORMATION



District	District Deputy Director, District Address	Main Telephone No.
1	1885 N. McCullough, Lima, Ohio 45801	419-222-9055
2	317 East Poe Road, Bowling Green, Ohio 43402	419-353-8131
3	906 North Clark St., Ashland, Ohio 44805	419-281-0513
4	2088 S. Arlington Rd., Akron, Ohio 44306	330-786-3100
5	9600 Jacksontown Road, P.O. Box 306, Jacksontown, Ohio 43030	740-323-4400
6	400 East Williams St., Delaware, Ohio 43015	740-363-1251
7	1001 St. Mary's Ave, Sidney, Ohio 45365	937-492-1141
8	505 South State Rt. 741, Lebanon, Ohio 45036	513-932-3030
9	650 Eastern Ave., P.O. Box 467, Chillicothe, Ohio 45601	740-773-2691
10	338 Muskingum Drive, Marietta, Ohio 45750	740-373-0212
11	2201 Reiser Ave SE, New Philadelphia, Ohio 44663	330-339-6633
12	5500 Transportation Boulevard, Garfield Heights, Ohio 44125-5396, Mail: Box 258003, Garfield Heights, Ohio 44125-8003	216-581-2100

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

**SIGNATURE PAGE**

**Invitation to Bid #520-21**

**Commodity/Service: Water and Wastewater Operations and Maintenance (RFP)**

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 520-21 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**