

Invitation No.: 370-11

Location: All Districts

Commodity: Freeway Service Patrol

Pricing: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/370pricing.xls>

INVITATION TO BID

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
Office of Contracts, Purchasing Services
JERRY WRAY, Director**

Opening Date: 6/17/2011

Time: 11:00 A.M.

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

NAME AND ADDRESS INFORMATION MUST APPEAR BELOW

Submitted by:

Company Name: _____

Federal Tax ID No.: _____

Correspondence Address Information	Remit to Payment Address Information
Street Address:	
P.O. Box:	
City:	
St:	
Zip:	
E-Mail Address:	

Telephone Number	800 Number	Fax Number

Purchasing Coordinator: Jim Schurch

E-Mail Address: jim.schurch@dot.state.oh.us

Telephone: (614) 644-7870 or (800) 459-3778

Visit our web site at: <http://www.dot.state.oh.us/Divisions/ContractAdmin/Pages/default.aspx> Select Purchasing Contracts,
Upcoming ITBs

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ITB-370-11 Freeway Service Patrol Services 05/06/11
SPECIFICATIONS/REQUIREMENTS

Scope of Work

The contractor shall provide a Freeway Service Patrol (FSP) on designated routes at specified times in support of an Ohio Freeway Management System for the 6 metropolitan areas including Akron/Canton, Cincinnati/Northern Kentucky, Cleveland, Columbus, Dayton and Toledo. A detailed table of the coverage area is attached in Appendix A. The purpose of the FSP is to provide congestion relief which may include assisting motorists and/or other service personnel in incident situations including, but not limited to: mechanically disabled vehicles, accidents, lost motorists, sick or injured motorists, pedestrians or animals on the roadway, removal of non-hazardous debris, vehicle or brush fires, fuel leaks, and assistance to law enforcement officers. All FSP services will be provided free of charge to the motorist. FSP drivers shall not accept or solicit gratuities or favors of any sort, nor shall they recommend specific tow, repair, or body shop businesses.

Contract Duration

The maximum annual hours for the period of compensation (July 1, 2011 through June 30, 2013) shall not exceed the bid tables for each region. The contractor shall invoice on a monthly basis using the bid hourly rate applied to the number of hours provided in the month

Basis of Award

Award will be made to the qualified offer with the lowest bid price for providing FSP services.

Bid Delivery

Sealed submissions for this Invitation to Bid will be received until 11:00 pm eastern time on **June 17, 2011** at the following location:

Ohio Department of Transportation
Office of Contracts
1980 W. Broad Street – 1st Floor
Columbus, OH 43223

No bids will be accepted after the time specified. No facsimile transmissions will be accepted. ODOT reserves the right to reject any or all bids.

Timely receipt of bids will be determined by the date and time the bid is received at the address specified. Receipt of bids in the ODOT Mail Room or any other ODOT office shall not be considered timely. Hand delivery is encouraged to assure timely receipt. Bids received after the deadline will be stamped for time and date and returned unopened.

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 a contract is executed with the selected Program Manager at which time all submitted information becomes a part of the public record.

Bid Document
Freeway Service Patrol
Program Manager Name

Pre-bid Conference & Question Period

A **mandatory** pre-bid conference will be held at 1:00 pm eastern time on **Thursday, May 19, 2011** at 1980 West Broad Street, Columbus, Ohio 43223 (Conference Room 4A), to answer questions related to this Invitation to Bid. Those who will attend the conference are required to advise George Saylor via email at least 24 hours prior to the scheduled start of the meeting.

Participation in a video conference instead of live meeting can be arranged by calling George Saylor at (614) 752-8099 to receive connection information.

Following the Pre-Bid conference prospective Program Managers will have until **10:00 AM** eastern time, **Monday, May 23, 2011** to submit questions or request clarifications. All such requests shall be made via email. Submitted questions/clarifications along with Department responses will be emailed to **every** prospective program manager who attended the Pre-Bid Conference. Questions/clarifications along with ODOT responses will also be posted on the ODOT Office of Contracts web site. There will be no further opportunities for prospective Program Managers to ask questions after 10:00 AM eastern time on **Monday, May 23, 2011**).

Emailed Questions/Clarifications shall be sent to:

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

Based upon the Pre-Bid conference and received questions/clarifications, bid requirements may, solely at the discretion of ODOT, be modified, changed or deleted. Any such changes will be provided to every prospective project manager who attended the Pre-Bid Conference via email prior to the deadline for bids to be submitted to ODOT.

Rejection of Bids

The Director of ODOT reserves the right to reject any and all bids received as a result of this request.

Additional Information

ODOT reserves the right to request additional information which, in ODOT's opinion, is necessary to assure that the Bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract. ODOT may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to ODOT all such information and data for this purpose as requested by ODOT. ODOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy ODOT that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified.

Incurring Costs

ODOT is not liable for any costs incurred by bidders prior to or after issuance of a contract.

Procedures and Priorities

The priorities of the FSP shall be:

- Confirm traffic conditions (incidents, blocked lanes, etc.) when dispatched by the statewide TMC or as otherwise needed.
- Provide traffic control for the safety and well-being of the people at an incident scene.
- Provide for the rapid clearing of vehicles, debris, animals and equipment from the travel lanes.
- Serve as permanent vehicle probes, reporting on a routine schedule to the Statewide Traffic Management Center about traffic conditions, confirming sensor data, link speeds, message sign content, and other equipment performance.
- Document all activities as required herein.

Incident response shall take precedence over motorist assistance. If an abandoned/disabled vehicle is encountered while in route to an incident scene, the vehicle shall be inspected to ensure there is no medical emergency.

When and where conditions permit, minor repairs may be performed on the highway shoulders. Where conditions do not warrant, the vehicle shall be removed from the highway to a non-system interchange exit ramp within a reasonable distance. Vehicles shall be serviced according to the following guidelines:

- If the vehicle is mechanically disabled and the problem is apparent, perform the needed service on the highway shoulder. This includes, but is not limited to: providing fuel, oil, water, or providing other essential automotive fluids; repairing, changing, or inflating flat tires; securing loads; wiring-up or removing portions of damaged exhaust systems; or replacing or repairing other mechanical or electrical components that may be quickly serviced on site.

- If the vehicle is mechanically disabled, the problem is not readily apparent or the repair time and/or estimated time of arrival for a tow truck exceeds 15 minutes, the vehicle shall be removed from the interstate or freeway, with the owner's permission to the nearest non-system interchange exit ramp or if the shoulder width permits to the furthest point away from the travel lane to permit a tow truck to remove the vehicle from the roadway. The vehicle owner/driver shall be required to sign a waiver before the vehicle is removed by the FSP. The owner/driver is responsible for arranging for towing of the vehicle.
- If the vehicle has been involved in an accident, no attempt shall be made to repair the vehicle(s). The vehicle(s) should be removed as soon as possible to the nearest non-system interchange exit ramp. The owner/driver is responsible for arranging for towing of the vehicle. The FSP cell phone should be provided for use if in the event of motorist need.

There may be instances where the FSP may be requested to assist law enforcement authorities with traffic control or other scene requirements. In these instances, the FSP shall follow the instructions of the enforcement authority in charge of the incident.

Note that in all cases, it is expected that the Statewide Traffic Management Center shall be notified as to the FSP vehicle's status since all FSP operations are to be coordinated with the Statewide Traffic Management Center.

During the specified and contracted hours of operation, the FSP vehicles will be exclusively dedicated to the freeway service patrol and shall not be removed from their specified routes except for moving a vehicle to an non-system interchange exit ramp, replenishment of expendable items (e.g. gasoline or fire extinguisher), or as directed by the Statewide Traffic Management Center control room. There will be certain situations where it is more reasonable for the districts to direct FSP operations. In such instances, the hand-off between the TMC and the appropriate district will be developed to accommodate each district.

Timeline

The Cincinnati/Northern Kentucky region shall be operational on August 1st, 2011. All other regions shall be operational on October 1st, 2011.

Days of Operation

Days of operation shall be Monday through Friday, except holidays, and except where noted for special holiday coverage in Kentucky. Holidays are independence Day (July), Labor Day (September), Thanksgiving (November), Christmas (December), New Years Day (January), and Memorial Day (May).

Route Requirements

There shall be a minimum of one (1) vehicle patrolling each route. The awarded vendor shall establish the vehicle routes for each region and submit them to ODOT's Program Manager for approval. The routes shall cover the region based on time, distance and the number of vehicles in Appendix A. Equitable coverage for each region and route shall be established. The vehicles shall operate such that all routes are covered according to the times in Appendix A. They shall also be available to support special events (e.g. baseball games, football games, Riverfest) as required. The ODOT Program Manager shall provide a request for special events at least ten (10) business days in advance of an event. Emergency routes shall be requested by the ODOT Program Manager on an as-needed basis. Specific route requirements for each state are identified in Appendix A.

Level of Service

The contractor shall meet the requirements as specified herein. If route coverage and hours of operations are not met the contractor may be found in material breach of contract.

Corporate Sponsorship

It is ODOT's intention to utilize private sponsorships to minimize/reduce/eliminate to the greatest extent possible the monetary cost of this contract to the State of Ohio. There is no limit to the number of corporate sponsors. Prospective bidders shall be responsible for obtaining sponsorship to minimize the bid item price submitted for this contract. The contract award will be based upon the lowest qualified bidder's bid price. Prospective bidders may obtain as many sponsors as they desire to offset program costs and to lower their bid item prices. The minimum sponsorship participation fee is 5% of the cost of each regions total cost. See bid sheets (Note 1) for additional information.

- A list of the proposed Corporate Sponsorship shall be provided to ODOT with the bid package. Sponsorship shall be subject to approval by ODOT. Any proposed sponsors who, solely at the discretion of ODOT, are deemed to be reasonably objectionable to the general public or the State of Ohio will not be allowed. It is imperative that proposed program managers find as many sponsors as possible prior to submitting their bids in order to lower their bid prices. Contracts for each region will be awarded based upon the lowest price for each region or statewide.

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- In addition to Sponsor's names, the amount of sponsorship fees provided by each sponsor shall be provided to ODOT for approval. There is a minimum sponsorship fee, however, there is no maximum to the number of sponsors or sponsorship fees. It is ODOT's expectation that all sponsors will pay a fair/equitable minimum fee in order to be included in the program and having their logo displayed on FSP vehicles and response cards as defined by the minimum sponsorship fee.
- The awarded program manager(s) are expected to continually throughout the life of the contract to seek additional sponsorships in order to reduce the cost of this program to ODOT. Revenue from sponsors found by a program manager AFTER the contract is awarded will be split between the program manager and a reduction of program fees charged to ODOT. The program manager(s) may retain 40% of any additional sponsors found after the contract is awarded. The remaining 60% of the additional sponsorship fees will be used to reduce the program fees paid by ODOT. The 40% retention by the program manager(s) is meant to be an incentive for program managers to continuously and rigorously look for additional sponsors throughout the life of the contract.
- Any sponsors found by ODOT will have their Logo displayed on FSP vehicles, response cards, and uniforms as directed by ODOT. All revenue from ODOT found sponsors will be used to lower the fees charged to the Department. The program manager will not retain any of the revenue from sponsors found by ODOT.
- It will be the contractor's responsibility to provide postage paid response cards. The response cards will display the ODOT logo and URL (www.buckeyetraffic.org). The response card may also display sponsor logos. The response cards are distributed to the motorist at the time of service.
- It will be the contractor's responsibility to provide all sponsorship Logo's on the FSP vehicles, response cards, and uniforms of dedicated vehicle operators. All logos are subject to approval by ODOT.
- In addition to sponsorship Logos, twelve (12) inch logos of the Ohio Department of Transportation shall be affixed to both the driver and passenger doors as well as on the hood of each vehicle. The www.buckeyetraffic.org URL must also be displayed on each vehicle under the ODOT Logo. ODOT is not responsible for any damages that occur during application or removal of the Logos.

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- Signage indicating the corporate sponsor, if applicable, may be included on each side of the vehicle. All titles and logos are to be kept clean and readable throughout the vehicle's operation. Any change in the vehicle paint scheme or logos shall be approved by the ODOT Program Manager.
- In addition to the sponsorship and ODOT Logo - each vehicle in the Cincinnati/Northern KY region shall also display the ARTIMIS program and Kentucky Transportation Cabinet logos as described above. These logos shall not exceed 24" width with a proportionate height.
- Vehicles shall be kept clean and washed as required to allow for the clear viewing and reading of every vehicle logo.
- Vehicles shall not be dispatched or otherwise directed by corporate sponsors.
- ODOT must approve all logos prior to implementation on FSP vehicles and response cards. An electronic PDF file shall be submitted for review. ODOT will respond within 10 days.
- ODOT reserves the right to approve placement and design of all sponsorship Logos. Program managers will make any ODOT directed revisions at no cost to the Department.

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Vehicle and Equipment Requirements

Each vehicle shall be equipped, at a minimum, with the following items provided by the awarded vendor:

GPS location device: The ODOT Central Traffic Management Center shall be able to track FSP vehicle locations via commercially available cell phone mapping systems or other web based mapping system. The FSP vendor shall provide at his cost all equipment, software and pay any required monthly bills to provide this functionality to ODOT. Tracking shall be made available to ODOT central office and District Personnel.

Rope

42" Reflective Safety Cones (12 min.)

Flares (6 min.)

Push bar

PA system and external speaker (minimum of 120 watts)

Front & rear 12 volt jump start system

Minimum of five gallons diesel, water, & gas

Funnels

Air compressor

Smart Cellular phone

CB radio

Two-way radio compatible with the TMC and police frequencies

Equipment lighting as per ODOT Policy No. 19-002

Emergency lights

Directional arrow panel meeting the minimum size, legibility distance, number of elements, and other specifications as shown on the 2005 OMUTCD Figure 6F-6

Fire extinguishers - CO2, ABC, & H2O

Street broom and flat shovel

Paper towel dispenser & hand cleaner

Nuts, bolts, cotter pins, springs, etc.

Wire & electrical repair components

Minimum 6 quarts oil and 6 quarts transmission fluid

Complete set of mechanic's hand tools

Water & gas line antifreeze (in season)

Minimum 5 gallons coolant

Brake fluid, hydraulic fluid

Assortment of spare parts

Bucket sand or clay absorbent material
Inflatable pool for diesel spills
Patrol area service directory
Electrical and duct tape
Mechanics wire
Hydraulic jacks (20 ton capacity - floor and bottle)
Trash bag
Potable water
Blankets
10 Ohio state maps, provided by ODOT

Equipment Requirements

MARCS radio(s) will be provided for FSP use. These radios operate on State of Ohio owned frequencies that allow communication with multiple agencies. Contract manager(s) will not be charged for use of MARCS radios.

Personnel Requirements

All FSP drivers shall:

- Be 21 years of age or older
- Have a minimum of a high school education or equivalent
- Possess a valid, current driver's license.
- Be able to lift 80 pounds
- Pass an ODOT background check
- Pass an annual random drug test. Drug testing shall be the contractor's responsibility; results will be submitted within 3 weeks of contract award and annually thereafter from the contract award date.
- Have practical experience in automotive repair and maintenance. A written resume shall be provided to ODOT summarizing the employee's qualifications.

ODOT reserves the right to disapprove drivers if the requirements are not met.

Insurance Requirements

The provider of FSP services shall have as a minimum a general liability insurance policy of \$1,000,000.

Legal Representation

The provider of FSP services shall be financially responsible for their own legal representation. The State of Ohio will provide its own legal representation if necessary, for any suits or actions against the State of Ohio or the Department.

Uniform requirements

All FSP drivers shall have a common uniform. These uniforms, at a minimum, shall be identified with the driver's name and photo identification, the provider's name (or other identifying mark). Protective shoes or boots shall be worn. All outer clothing (e.g. vests, rain gear) shall be reflectorized and meet ANSI Class 3 Standards. Uniforms shall be presentable at all times. Therefore several sets shall be provided in the vehicle. Each driver's uniform shall clearly identify him or her as an FSP driver and a representative of the Ohio Department of Transportation. A picture/signature IDs will be provided to all drivers to be carried on their person at all time when patrolling. All pictures/signature ID's shall also include a badge number, in large bold print as a unique identifier for each individual FSP operator.

Training Requirements

Each driver shall have a minimum of 8 hours of traffic control training, incidental to the hourly bid price. Traffic Control Training will be provided by the Office of Traffic Engineering after contract award. Each driver may be required complete up to 24 hours of training each year as directed by ODOT. This training may include but not be limited to incident command training, safety, dealing with the public, etc. It shall be solely ODOT's discretion if and how much training is required.

Vehicle storage

If needed, ODOT will provide parking in locations listed below for up to seven (7) FSP vehicles. ODOT will also provide appropriate access (e.g. keys) to these facilities. ODOT will not provide fuel, oil or any other supplies. Other parking arrangements are possible if it will improve the responsiveness of the service. If such arrangements are made, they shall be approved in advance by the ODOT Program Manager.

DistrictLocation

2	Northwood Garage
4	District Headquarters
6	Central Office Test Lab
7	Montgomery County Garage
8	Hamilton County Garage
12	Warrensville Garage

Reporting requirements

Daily activity logs shall be maintained by each driver indicating each day's starting and stopping times by vehicle and the mileage covered. In addition, these logs shall include the time, problem, problem location, resolution, time required to assist, and wait time.

On a monthly basis, statistical reports (e.g. sum totals, averages) based upon the above information shall be provided to the ODOT Program Manager. At least once per day, a list of the abandoned vehicles shall be provided to the Statewide Traffic Management Center. All reports are to be submitted electronically in Microsoft Excel format. A Web-based application shall be developed to provide ODOT with access to the data collected on a daily basis. The required report items are listed below.

Date
Start Time
End Time
Location (Rt. & MM)
Type of Repair/Assistance
 Provided Traffic Control
 HazMat Incident
 Debris on Roadway
 Motor Vehicle Accident
 Car Fire
 Disable Vehicle
 Abandoned Vehicle
 Jump Start
 Tire Changed
 Gasoline
 Muffler/Exhaust repair
 Oil
 Water/Coolant
 Radiator Problem
 Fan Belt
 Radiator Hose Repair
 Medical Emergency
 Brush Fire
 Dead Animal
 Pedestrian in Roadway
 Lost Motorist Re-directed
 Road/Travel Information
 Response Cards Returned Total
 Response Cards Distributed Total
 Miles Patrolled Total

A postage paid response card shall be provided to individuals assisted by the FSP. The card is to be completed by the individual and mailed to the contractor. Photocopies of the feedback cards shall be made available to ODOT on a monthly basis. Cost for response cards shall be borne by the program manager(s).

Alternate Duties and Patrols

ODOT reserves the right to require FSP drivers/trucks to divert from their normal patrols for other purposes within the region. These other events can include but not be limited to:

- Special events, athletic events, civic functions, etc.
- Emergencies on other routes
- Homeland Security
- Patrolling work zones
- Media events
- Educational tours
- Others as determined solely by ODOT

Basis of Award

Award will be made to the qualified offer with the lowest bid price for providing FSP services.

Bid prices shall be an hourly rate that include but not limited to all direct costs, indirect costs, equipment, supplies, wages, materials, overhead, and profit. The hourly rate shall be all encompassing and no additional compensation will be provided by ODOT. The qualified offer who bids the lowest hourly rate for FSP services will be awarded the contract(s). The hourly bid price should be reduced as appropriate to account for any sponsorship obtained by the contractor. See attached bid sheets. These sheets shall be completed and submitted with the response to this RFP. These bid sheets do not count against the 10 page limit.

If, after contract award, the successful contractor obtains additional sponsorships, the hourly rate will be contractually lowered to reflect the 40% / 60% revenue sharing as describe above.

Bidders may submit individual hourly prices to provide FSP services in any of the six regions. The hourly price bid may be different for each region. Bidders may also provide a bid price for all regions as a complete, separate bid. It shall be solely ODOT's discretion to award regions separately or as a whole for all six regions. The Pricing Sheet provided shall be used to submit bid prices.

Invoicing and Financial Accounting

ODOT will be invoiced monthly for FSP services. Invoices shall show hours worked per the provided route/schedule information. The FSP contractor shall utilize standard accepted accounting practices and ODOT reserves the right to perform an audit of the program at any time. Contractors shall provide any requested information should an audit be performed. ODOT shall only be invoiced for vehicle hours on patrol.

Route A (Kentucky) - Holiday

This route consists of the following roadway segments:

IR-71/IR-75 from milepost 191.5 (Ohio River) to milepost 180.1 (US-42 in Florence)

IR-275 from milepost 0.0 (IR-71/IR-75) to milepost 2.0 (Mineola Pike)

IR-275 from milepost 83.9 (IR-71/IR-75) to milepost 82.6 (Dixie Highway/US-25/US-42/US-127)

Hours of operation shall be 3:00 pm to 6:00 pm. Days of operation shall be the Monday on or following the holidays of Independence Day, Labor Day, and Memorial Day. A minimum of one vehicle and driver shall be used to provide continuous route coverage during the periods specified.

All requirements shall be incidental to this item. Method and measurement and basis of payment shall be per hour.

Route B (Kentucky) – Holiday

This route consists of the following roadway segments:

IR-471 from milepost 0.0 (US-27) to milepost 5.8 (US 50 in Ohio)

IR-275 from milepost 72.4 (Kellogg Avenue/US-52 in Ohio) to milepost 82.6 (Dixie Highway/US-25/US-42/US-127)

Hours of operation shall be 3:00 pm to 6:00 pm. Days of operation shall be the Monday on or following the holidays of Independence Day, Labor Day, and Memorial Day. A minimum of one vehicle and driver shall be used to provide continuous route coverage during the periods specified.

All requirements shall be incidental to this item. Method and measurement and basis of payment shall be per hour.

Appendix A

Hours of operation shall be according to this appendix for each region. Days of operation shall be Monday through Friday, except for holidays as noted previously for Northern Kentucky. A minimum of one vehicle and driver shall be used to provide continuous route coverage during the periods specified.

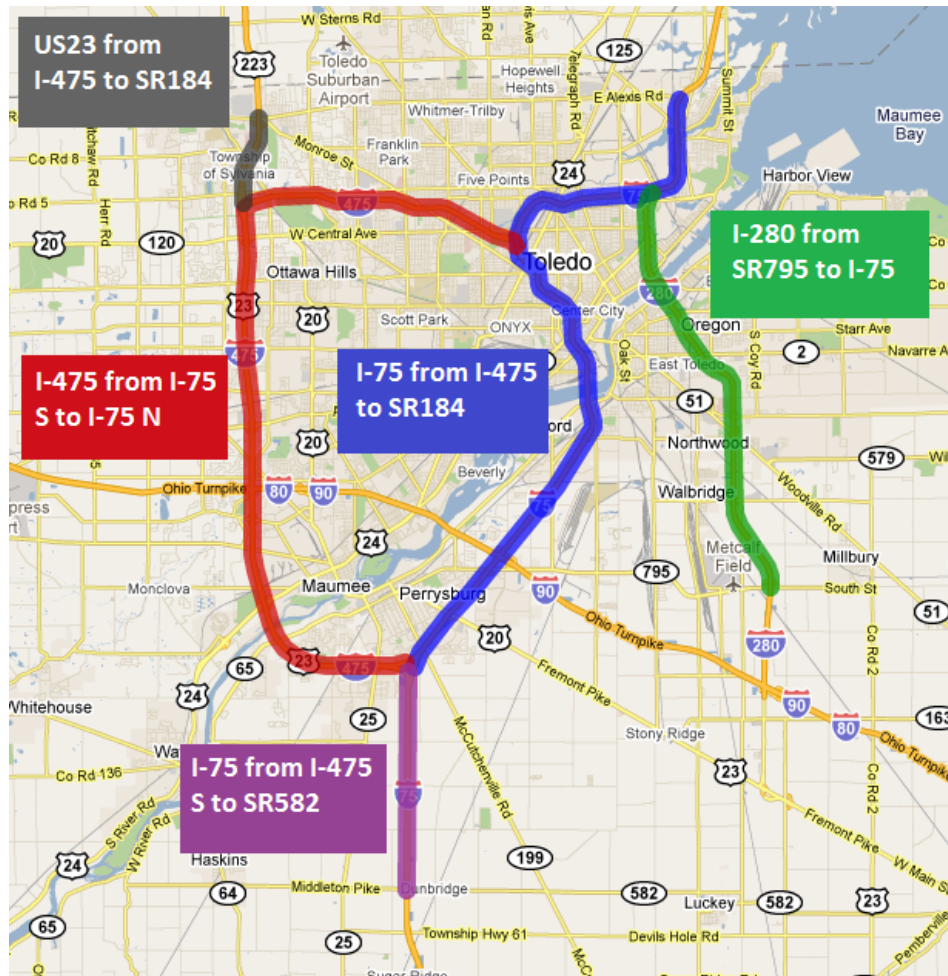


Figure A-1: Map of Toledo FSP coverage routes

Region	TOLEDO		2 FSP		
			On	From	To Miles
Normal Hours of Operation M-F 5:00AM – 9:00AM 3:00PM – 7:00PM			I-75	I-475 S	SR184 18
			I-475	I-75 S	I-75 N 20
			I-280	SR795	I-75 10
			I-75	I-475 S	SR582 5
			US23	I-475	SR184 2
					55

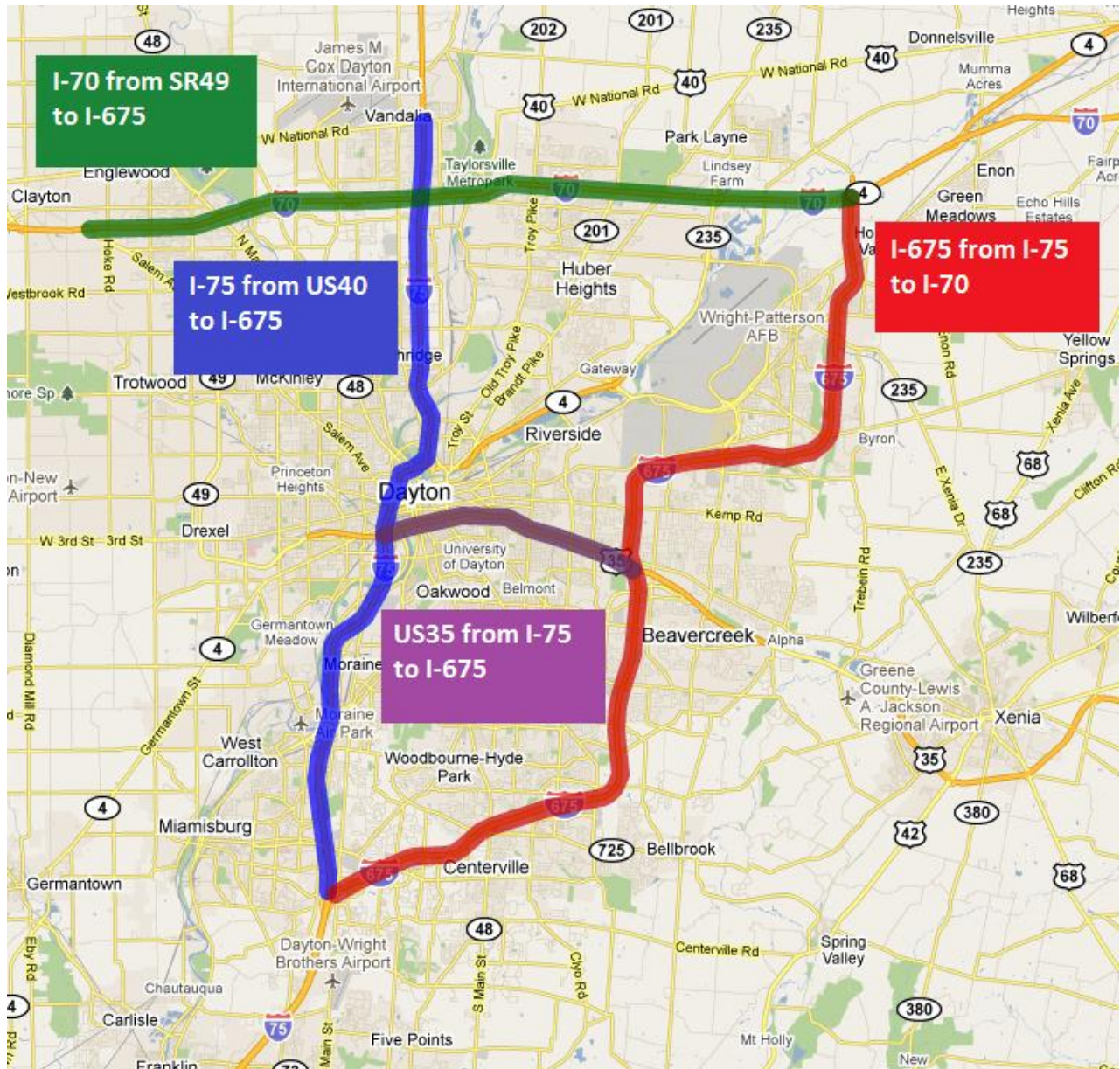


Figure A-2: Map of Dayton FSP coverage routes

Region	DAYTON	3 FSP	From	To	Miles
		On			
		I-75	US40	I-675	20
Normal Hours of Operation		I-675	I-75	I-70	26
M-F 5:00AM – 9:00AM		I-70	SR49	I-675	18
3:00PM – 7:00PM		US35	I-75	I-675	7
					71

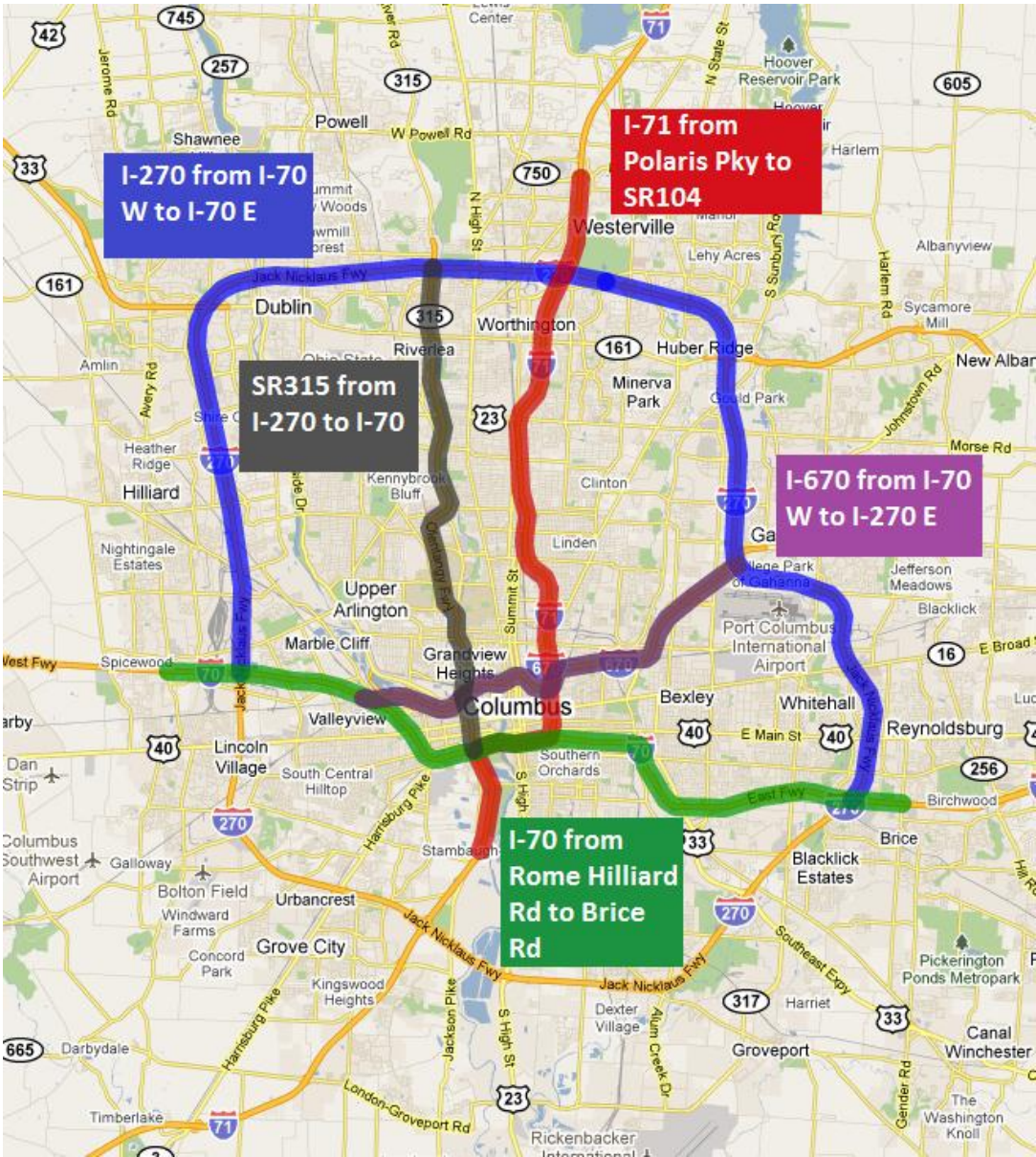


Figure A-3: Map of Columbus FSP coverage routes

Region	COLUMBUS	4 FSP	From	To	Miles
Normal Hours of Operation M-F 5:00AM – 9:00AM 3:00PM – 7:00PM		On			
		I-270	I-70 W	I-70 E	34
		I-71	Polaris Pky	SR104	17
		I-70	Rome Hilliard Rd	Brice Rd	17
		I-670	I-70 W	I-270 E	10
		SR315	I-270	I-70	12
					90



Figure A-4: Map of Akron FSP coverage routes

Region	AKRON	2 FSP			Miles
		On	From	To	
Normal Hours of Operation M-F 6:00AM – 10:00AM 3:00PM – 7:00PM		I-77	SR21	I-76	7
		I-76	I-77	I-277	2
		I-277	I-76	I-77	4
		I-77	I-277	I-76/SR8	3
		I-76	SR8	I-77 W	3
		I-77	CR15	I-76	5
		SR8	I-76	SR59	6
		I-76	SR8	SR91	4
					34



Figure A-5: Map of Cleveland FSP coverage routes

Region	CLEVELAND	5 FSP			Miles
		On	From	To	
Normal Hours of Operation M-F 5:00AM – 9:00AM 3:00PM – 7:00PM		I-90	SR252	SR91	29
		I-480	I-80	I-271	27
		I-77	I-271	I-90	19
		I-71	Snow Rd	I-90	10
		I-490	I-90	I-77	2
		I-271	I-90	SR82	21
		SR176	I-480	I-71	3
					111



Figure A-6: Map of Cincinnati FSP coverage routes

Region	CINCINNATI	2 FSP			
		On	From	To	Miles
OH	Normal Hours of Operation M-F 5:00AM – 9:00AM 3:00PM – 7:00PM	I-75	Ohio River	Union Ctr Blvd	19
OH		I-275	SR747	US42	4
OH		I-74	I-75	Montana Av	2
OH		SR126	W Galbraith Rd	Reading Rd	4
OH		SR562	I-75	SR4	1
OH		I-71	Ohio River	Fields Ertel Rd	20
OH		I-275	US42	US22	4
OH		SR126	Blue Ash Rd	US22	2
OH		SR562	US22	I-71	2
OH		I-471	Ohio River	I-71	1

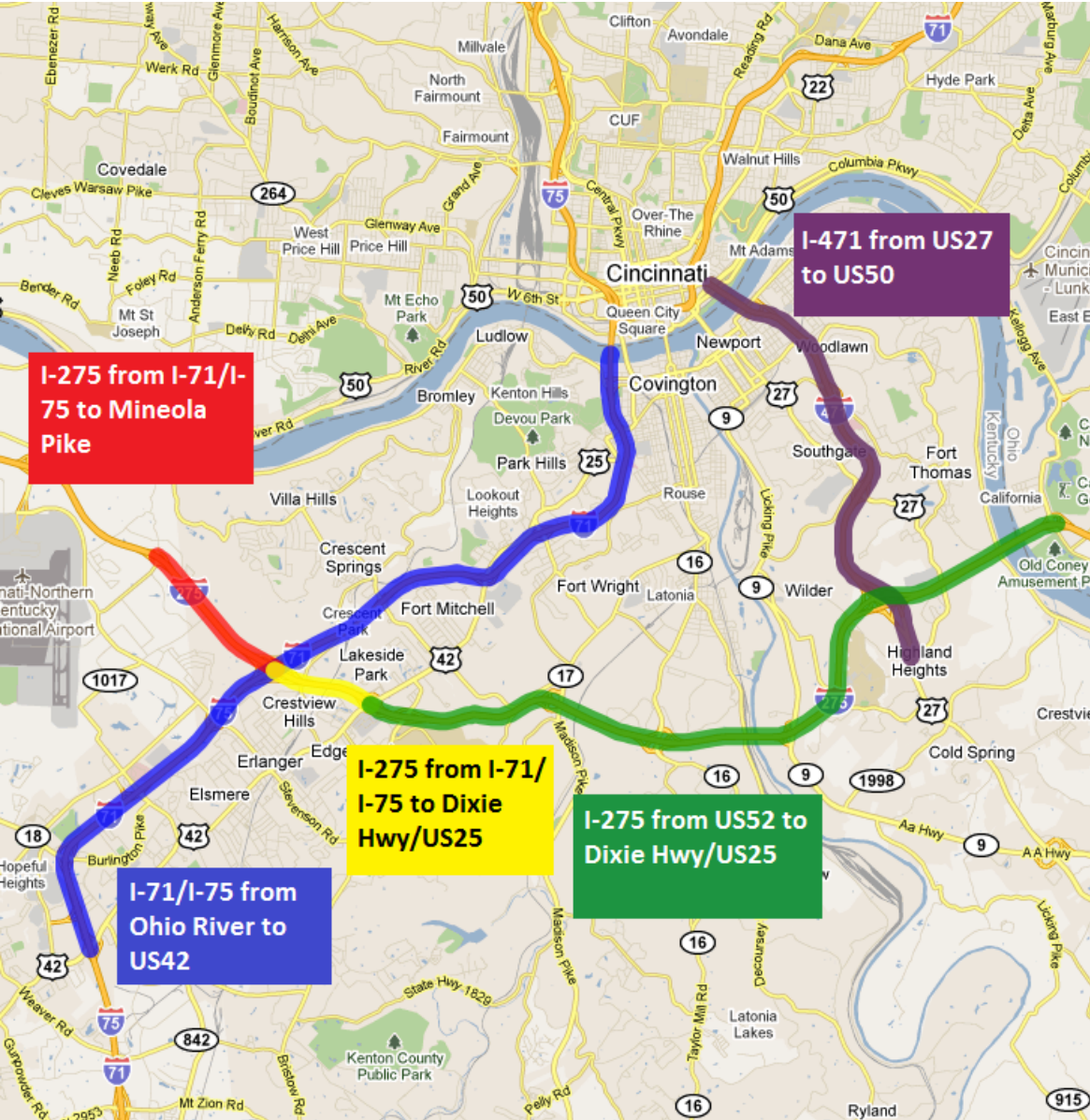


Figure A-7: Map of Northern Kentucky FSP coverage routes

Region	NORTHERN KENTUCKY	2 FSP	From	To	Miles
KY		On I-71/I-75	Ohio River	US42	12
KY	Normal Hours of Operation	I-275	I-71/I-75	Mineola Pike	2
KY	M-F 6:00AM – 9:00AM	I-275	I-71/I-75	Dixie Hwy/US25	1
KY	3:00PM – 6:00PM	I-471	US27	US50 (OH)	6
KY		I-275	US52	Dixie Hwy/US25	10
					90

Pricing

Department Price Sheet Must be Submitted on a CD

The Department shall not accept any Invitation to Bid that fails to include a compact disk (CD) with a completed price sheet from the Department's provided Microsoft Excel file. The Department will only accept and consider a price sheet that has been produced from the electronic completion of the Department's Microsoft Excel file which must be saved and submitted on a CD with the bid. Failure to submit a CD with a completed price sheet from the Department's Microsoft Excel file shall make the bid non-responsive. The CD shall be marked with the bidder's name and the Invitation to Bid number. The link for the price sheet from the Department's Microsoft Excel file is indicated on the front cover of this bid.

A hard copy print out of the completed price sheet should also be included in the bid package. In the event there is a discrepancy between the information submitted on the CD and the hard copy price sheet submitted with the bid, the information on the CD will govern.

**OFFICE OF CONTRACTS
PURCHASING SERVICES**

INSTRUCTIONS FOR SUBMITTING BIDS

1. The original bid response must be submitted in a sealed envelope (envelope means any type of sealed, opaque container) with the bid number clearly marked on the outside of the envelope. If bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). Failure to submit the bid in a sealed envelope without the bid number clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.
2. The original bid response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to ODOT Purchasing prior to 11:00 a.m., on the scheduled day of opening as listed on the Invitation to Bid (ITB). All bids will be time/date stamped upon receipt by ODOT Purchasing, and such shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids may be submitted or delivered to ODOT Office of Contracts, Purchasing Services section - 1st floor, 1980 W. Broad Street, Columbus, Ohio 43223. Delivery to any other location, does not constitute bid being received by ODOT Purchasing. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, 7:00 a.m. - 4:30 p.m., Monday through Friday, excluding recognized holidays. **Bids with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to ODOT Purchasing. Bidders using "express mail" or similar types of service, should verify with the service as to which address is required to ensure proper delivery of the response to ODOT Purchasing. ODOT will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.
3. The original bid response **with all pages** must be properly completed, signed by the bidder, accompanied by copies of all necessary supportive documentation **and returned in its entirety**. The original bid response must contain an authorized original signature of the bidder on the signature page. **If the entire ITB is not submitted with all pages, the bid will be deemed non responsive and ineligible for award.**
4. Any bid received after 11:00 a.m., on the scheduled day of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be returned to the Vendor. Bidders should allow sufficient time for mailing their bids to ensure delivery to ODOT Purchasing prior to the opening time and date. ODOT will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.
5. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of ODOT Purchasing. Any bid which is prepared, completed or altered on the premises of ODOT Purchasing shall be immediately disqualified and receive no further consideration for award.
6. Pursuant to Section 5513.01 of the Ohio Revised Code, ODOT Purchasing is required to mail ITBs to Vendors properly registered with ODOT. A copy of the ITB may be obtained by visiting the Office of Contracts during regular business hours. Vendors who wish to become registered to receive ITBs by mail, should contact Purchasing Services Section at (614) 466-3778 or 800-459-3778 for further information.

In addition, your company now has the ability to access ITB's and addenda at <http://www.dot.state.oh.us>. Go to Divisions – Contract Administration – Purchasing Services – Vendor Information – Upcoming Invitations to Bid.

7. Bids shall be publicly opened, at ODOT, starting at 11:00 a.m. on the scheduled date of opening. All bids will be opened and read. Bids, unless otherwise provided herein, 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 should be submitted. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored upon completion of the contract award by the Director of ODOT.

8. BIDDERS MAY REQUEST CLARIFICATION: If any bidder discovers an inconsistency, error, or omission in this ITB, the bidder should request clarification. Any pre-bid questions or inquiries must be submitted in writing and received no later than three (3) business days before the scheduled opening date. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. Pre-bid questions can be sent e-mailed or faxed to the buyer listed on the front page. The Office of Contracts fax number is 614-728-2078. All pre-bid inquiries must have the following information:

The name of sender,
Company name,
Phone number,
Opening date,
Bid number,
A detailed description of the question,
Any other pertinent information

Bidders are not to contact any other office, including District offices, for responses to pre-bid questions.

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 the signed bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.
4. EDGE CERTIFIED: EDGE stands for Encouraging Diversity, Growth and Equity. EDGE is an innovative program to serve socially and economically disadvantaged businesses in Ohio. Reference Ohio Revised Code 123.152. Please visit <http://www.ohio.gov> for additional information.
5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
6. INVITATION TO BID/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation 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.
7. 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.
8. 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.
9. MATERIALS: Items or substance of an expendable or non expendable nature from which something can be made, improved or repaired.
10. 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.
11. 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.
12. 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.
13. 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.
15. VENDOR: The bidder who, upon awarding of a contract, becomes the prime Vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.
16. SUBVENDOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

STANDARD TERMS AND CONDITIONS

1. HEADINGS: The headings used in this Invitation to Bid (hereinafter referred to as an "ITB") are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB standard terms and conditions shall prevail.
2. GOVERNING LAW/SEVERABILITY: The ITB, award and the agreement entered into with the successful bidder (hereinafter referred to as "the Contract") are governed by the laws of the State of Ohio. If any provision of this Contract, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Contract, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
3. INFORMATION REQUESTED: Bidders shall furnish all information as requested in the ITB. At the discretion of the Director, additional information, necessary for evaluation of the bid, may be attached to the bid and shall be properly identified as being part of the bid. ODOT reserves the right to request literature, or other documentation for clarification, although such may not have been set forth in the ITB. ODOT also reserves the right to require a Vendor to have a complete W-9 on file with the Department prior to a contract being awarded. Failure to provide the required information or a complete W-9 may render the bid invalid.
4. SAMPLES REQUESTED: When requested, samples shall be furnished at bidders' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by bidder's name, the bid number, corresponding item in the bid and bid opening date. ODOT acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by authorized representative of manufacturer, listing the named distributors for whom the samples are provided. Any bidder not appearing on this listing and who has failed to furnish requested samples shall be considered non-responsive. Unless otherwise stated, any sample submitted with the bid shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the bid. When requested in writing, samples not destroyed in testing, shall be returned at the bidder's expense. Samples not so requested shall become the property of ODOT. Unsolicited samples which are submitted, shall be at the bidder's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. ODOT reserves the right to request samples although such may not have been set forth in the ITB.
5. SPECIFICATIONS: ODOT is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of quotes. The Department may use any form of specification it determines to be in the best interest of the State 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 State, it may use brand name or equal specifications. Where a brand name or equal specification is used, use of brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award.

The Department may also use a qualified products list of the Federal government or may develop a qualified products list applicable to ODOT. When developing a qualified products list, the Department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by ODOT. Only those supplies or services that conform to ODOT's requirements will be considered for inclusion on a qualified products list.

Specifications as shown in the Construction and Materials Handbook are incorporated into the ITB and made a part thereof and are found in the current Ohio Department of Transportation Construction and Materials Specifications handbook and provisions of the current version of supplemental specification 800 that is in force at the time of award. To obtain the current specifications, contact:

Ohio Department of Transportation
Office of Contracts, Purchasing Services
1980 W. Broad Street, 1st Floor
Columbus, Ohio 43223
Telephone (614) 466-3778 or (800) 459-3778

The cost of the handbook is \$12.00. You can access Supplemental Specification 800 on ODOT's Web Site at: <http://www.dot.state.oh.us/drrc/>.

6. UNIT PRICE GOVERNS: The unit price governs the award unless otherwise specified in the ITB. The unit price must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual unit price shall be deemed non-responsive. Lot prices listed in the unit price area shall be considered as the unit price unless clearly identified as the lot price. Any request to change or alter the price after opening of the bid shall not be allowed. Bidders should review bid pricing carefully, as once a contract is awarded; the Vendor shall be required to deliver the goods or services at the prices quoted. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid or payment thereof.
7. BIDS FIRM: Once opened, all bids are firm and cannot be altered. Once a contract is awarded, the Vendor shall deliver at the prices and terms quoted. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the guaranteed price period. Unless otherwise stated, all bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.
8. MODIFICATION OF BIDS: A bidder may request to modify their bid response prior to the scheduled date and time set for bid opening. If changes or alterations are made to the bid response, the original information must be lined or opaqued out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the bidder. Illegible modifications shall result in disqualification of the items. Failure of the bidder to initial any such modifications may result in disqualification of the items which have been modified. ODOT reserves the right to request written certification from the bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting contract. All documents relating to the modification shall be made a part of the bid file.
9. WITHDRAWAL OF BIDS: **Prior to the scheduled time and date for opening:** A bidder may, by written notice to the Director of ODOT, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening,** a bidder may request to withdraw their bid response from consideration if the price bid is substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the bid price 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 must be sent by fax, email, or certified mail, and received within forty-eight hours after the bid opening date. All requests to withdraw a bid must be placed in writing to the Director of ODOT and no bid may be withdrawn without written approval from the Director of ODOT. The decision to allow a bid to be withdrawn is at the sole discretion of the Director of ODOT. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file. Pursuant to Ohio Revised Code Section 5525.01, the Director may declare forfeited any bid bond associated with a bid if the terms of this paragraph are not met.
10. TAXATION: ODOT is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

11. REJECTION OF ANY/ALL BIDS: The Director of ODOT reserves the right to accept, or reject, any or all bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided however, that the Director of ODOT determines that this does not affect the amount of the bid or result in a competitive advantage to the bidder.
12. MULTIPLE AWARD: The Contract shall be awarded to all responsive bidders who meet or exceed the requirements specified in the ITB, pursuant with Section 5513.01 and 5513.02 of the Ohio Revised Code. Bid evaluation and awards are subject to the domestic preference provisions of 41 U.S.C.A. 10a -10d (Buy America), and Sections 125.09 and 125.11 of the Ohio Revised Code (Buy Ohio), and any rules promulgated by the Department of Administrative Services as adopted by ODOT. Unless otherwise stated, the Contract may be awarded, at the sole discretion of the Director of ODOT, as a whole or in part, by item, county or ODOT Geographic District. Bidders may offer cash discounts for prompt payment of invoices, however, such discounts will not be used in determining the final net prices offered. ODOT may take advantage of such discounts, if offered. The Director of ODOT shall award Contracts within a reasonable period of time after the bid opening. **ODOT reserves the right to extend all term contracts 30 days beyond the contract expiration date without notice. ODOT further reserves the right to extend 30 additional days by addendum, with notice and written acceptance from the bidder.**
- 12A. DISQUALIFICATION OF BIDDERS: Any of the following reasons may be considered as being sufficient for the disqualifications of a bidder and the rejection of their proposal:
- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence of collusion among bidders.
 - C. Bid prices which are in ODOT's opinion unbalanced.
- The bid supplied by a disqualified bidder shall be rejected, and the disqualification determination will be used to evaluate the responsibility of the bidder in future ITBs.
- The Department will not award a contract for goods or services, funded in whole or in party with Federal funds, to a Vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://www.epls.gov/>.
- 12B. NOT RESPONSIBLE VENDORS: ODOT maintains a list of vendors who have not acted in a responsible manner while doing business with ODOT. This list can be found through the following link:
- <https://extranet.dot.state.oh.us/groups/purchasing/default.aspx>
- Bidders are required to disclose any relationship they may have with vendors on the above list. Disclosure of the relationship with the vendors shall include but not be limited to the name of vendor, name of Chief Operating Officer, and address of the vendor.
- 12C. DISTRIBUTOR'S DISCLOSURE INFORMATION: Bidders who are not the original manufacturer of the product to be supplied to ODOT are required to supply the name of the original manufacturer. Thus, if the bidder is not the manufacture of the product supplied to ODOT, the bidder should disclose the following: The name, Chief Operating Officer, location, primary phone contact number, and primary vendor contact individual of the manufacturing company. The bidder should also disclose any other relevant information that would allow ODOT to evaluate the product or producer.

Failure to provide any of the above information may deem the bidder non-responsive.

13. **CREATION OF THE CONTRACT:** A contract is created between the Vendor and the Ohio Department of Transportation when the Director of Transportation accepts the competitive bid and acknowledges the acceptance in writing. The contract shall become operational only when either a purchase order has been issued or the Department's payment card is presented to the awarded Vendor. The contract shall contain all the terms and conditions of this ITB, as well as the accepted responses in the bid proposal, except that no responses may change or alter the terms and conditions of this ITB.

This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

14. **NON-ASSIGNMENT OF INTEREST:** The Vendor shall not assign any interest, duty or right under the Contract, in whole or in part, without prior written approval from the Director of ODOT.
15. **PURCHASE ORDER/PAYMENT CARD REQUIRED:** The ODOT is not obligated to purchase any goods or services provided by the Vendor as a result of the award of the contract to the Vendor. An official ODOT purchase order must contain approval signatures of the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation. The approved purchase order shall authorize the Vendor to provide goods or services listed on the order and will obligate ODOT to pay for such goods or services upon completion of delivery or performance of service by the Vendor. Any order placed, not using an approved ODOT purchase order or 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.

Note: Payments for purchases at the contract price are made within three (3) days of the actual sale date with a State of Ohio payment card. If you are able to accept the State of Ohio payment card, your company must meet the policies and procedures of the Department's Office of Accounting. Payment cards cannot be used for service contracts when the Vendor is not on the approved list of incorporated vendors. In addition, unit prices quoted shall include all costs associated with the use of the State's payment card if you have checked that your company is able to accept a credit card.

16. **DELIVERY/FREIGHT CHARGES:** Unless otherwise stated, ODOT shall not be responsible for freight or delivery charges. Prices are to be based upon the products or services being offered F.O.B. destination, freight prepaid by the Vendor to the locations set forth in the ITB or as listed on the purchase order issued pursuant to any contract awarded. Any shipment marked C.O.D. shall be rejected and returned at the Vendor's expense.
17. **DELIVERY/INSPECTION, ACCEPTANCE AND AMENDMENTS:** Upon delivery of the product/service, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. 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 or service. 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.

No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties.

18. **DELIVERY/TITLE TO THE MERCHANDISE:** Title to the product(s) passes to ODOT upon inspection and acceptance. ODOT shall approve and process payment for the product(s) upon passing of the title.

19. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES:** Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor's default. The State 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 State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.
- B. **LIQUIDATED DAMAGES:** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default for every day that the default 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 shall be at the sole discretion of ODOT.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE:** The State may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the State.

20. INVOICING & PAYMENT:

- A. In consideration for Vendor's performance, ODOT shall pay Vendor directly at the rate specified in the Bid. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions, Vendor must have a valid W-9 form on file with ODOT.

By Purchase Order Upon delivery of goods or performance of the service, as described on any purchase order placed against the Contract, Vendor shall submit proper invoices within 30 calendar days after ODOT's receipt of goods or services, in quadruplicate, directly to the ordering agency billing office as indicated on the purchase order. A proper invoice is defined as being free from defects, discrepancies, errors or other improprieties and shall include, but may not be limited to:

- 1) Vendor's name and address as designated in the Quote.
- 2) Vendor's federal E.I. number.
- 3) Invoice remittance address as designated in the Quote.
- 4) The Purchase Order number authorizing the purchase of goods or services.
- 5) Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Quote.
- 6) Assessments for load limit violations, non-compliance with specifications, late delivery, and other necessary deductions have been properly applied, etc.

Defective 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) days after receipt of the corrected invoice.

By Payment Card: ODOT may use the Ohio Payment Card in accordance with the OBM guidelines. Vendor may process a payment in the payment card network only upon delivery and acceptance of the supplies or service ordered. For partials deliveries or performance, Vendor may process a payment for the amount delivered or completed only and not for the entire amount ordered by ODOT.

- B. **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.

- C. Payment of Invoices: Pursuant to Section 126.30 of the Revised Code, and the applicable rules thereto, all state agencies shall make prompt payment for any goods or services acquired from the Vendor. Upon receipt of a proper invoice, payment, subject to the foregoing provision and, unless otherwise stated, shall be made within thirty (30) calendar days. The Department will make payment to the same company name and Federal tax identification number awarded the contract and mail to the Vendor address indicated in the response to the invitation. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the contract will not be permitted.
- D. Electronic Commerce: The State of Ohio is an active participant in Electronic Data Interchange (EDI). This program will benefit both the state and the Vendor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to conduct all procurement activities through electronic commerce technologies. All Vendors are encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following EDI information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies.
- E. Electronic Data Interchange: EDI is another major piece of the state's electronic procurement model. EDI is presently used for electronic invoicing and payment of large dollar purchases. The program includes the receipt of electronic invoices from Vendors and the transmission of payment and remittance information back to the Vendor. A complete implementation guide for doing business with the State of Ohio using EDI, can be found on the Internet at: <http://www.state.oh.us/ecedi>. This guide contains all of the information necessary for a business to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. The state has implemented the purchasing transaction set and Vendors are encouraged to receive the electronic purchase order (850). The state will provide implementation guidelines for this activity which will involve participation by the Vendor. Once you become an EDI trading partner, incorporating additional transaction types will require minimal effort. If you are currently unable to perform EDI and would like to have assistance in establishing capabilities to conduct business with the State of Ohio through this technology, please contact: Greg Miller at (614) 466-3459 or Ruth Ann Neely at (614) 995-0755.

21. BREACH OF CONTRACT:

- A. When the Vendor fails to perform its contract obligations or refuses to correct problems identified by department personnel or fails to perform with diligence and adequate effort as required to complete the contract in a timely manner, the Vendor will be declared to be in breach of contract. A Vendor complaint form will be filed by the district with the Office of Contracts, Purchasing Services.
- B. The Vendor shall be given a written notice of its breach of contract by the Department. This notice will clearly state the performance problems that need to be cured. The notice will be sent certified or express mail.
- C. The Vendor shall commence its cure within **ten (10) calendar days** or within a time frame agreed upon by the parties or risk being defaulted. If the performance problems have not been cured or good faith efforts have not been made within either the **ten (10) calendar day period or another agreed upon time frame**, the Director may declare the Vendor in default.
- D. 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.

22. TERMINATION FOR CAUSE - DEFAULT

- A. When the Vendor is declared to be in default, a written Notice of Default will be faxed and sent certified or express mail to the Vendor and the contract will be terminated.
- B. Once the Vendor has been defaulted and the contract is terminated the Vendor shall cease all work or deliveries. Further, all pay estimates or invoices shall cease until the department conducts a final accounting.
- C. The department may take possession of all materials, supplies and equipment at the project or those stored off site for which the department has paid the Vendor. The department may complete the work by such means as it deems appropriate. The department may also purchase, on the open market, any materials or supplies that have not been delivered by the Vendor.
- D. If the department incurs further expense in completing the work or purchasing materials or supplies on the open market, the excess costs shall be paid by the terminated Vendor.

23. **FORCE MAJEURE:** Except as otherwise provided herein, neither the Vendor nor ODOT shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God such as epidemics; lightning; earthquakes; fire; storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.

24. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:** The Vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The Vendor further agrees that he/she is in compliance with the requirements of Ohio Revised Code Section 125.111.

25. **NON-APPROPRIATION OF FUNDS:** It is understood that ODOT's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. Subject to the applicable provisions of the Ohio Revised Code, ODOT represents: that it has adequate funds to meet its obligations under any Contract awarded as a result of this ITB during the current fiscal year; that it intends to maintain any Contract awarded as a result of this ITB for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the Ohio General Assembly fails at any time during such Contract period to continue funding for any Contract awarded as a result of this ITB, ODOT's obligations under such Contract are terminated as of the date that the funding expires without further obligation of ODOT.

Furthermore, if the source of funding for the ITB is supplied by an entity other than ODOT, and if said funding is withdrawn prior to the acceptance by the Director, ODOT's obligations under this contract are terminated without further obligation of ODOT.

Article II, Section 22, of the Constitution of the State of Ohio prohibits the current General Assembly from committing a future General Assembly to an expenditure. In addition, no state contract may extend beyond June 30 of the current biennium. Should the effective date of any state contract extend beyond June 30, of the current biennium, such contract shall be null and void unless the state affirmatively renews the contract through issuance of a valid ODOT Purchase Order or by actions of ODOT of the decision to renew. A biennium will expire on June 30 of an odd numbered calendar year. (For example, the 94/95 biennium expires on June 30, 1995.).

26. ANTITRUST: ODOT and the Vendor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT. As consideration for the Award of the Contract, and intending to be legally bound, the Vendor assigns to ODOT all right, title and interest, to all claims and causes of action the Vendor now has or may acquire under state or federal antitrust laws **provided** that the claims or causes of action relate to the goods or services that are the subject of the Contract, and **except** as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to ODOT. Additionally, Vendor warrants that any overcharges resulting from antitrust violations by Vendor's first tier suppliers and sub Vendors shall not be passed on to ODOT.
27. TERMINATION OR SUSPENSION: Any contract awarded as a result of this proposal may be terminated by either party after the expiration of sixty (60) days from the effective date of the contract by giving thirty (30) days prior written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the Vendor do not comply with the terms/specifications in this invitation, the Department of Transportation reserves the right to cancel this contract immediately. Notwithstanding the above, the Department further reserves the right to cancel this contract for the following reasons within the following respective time frames.
- A. TERMINATION FOR FINANCIAL INSTABILITY: ODOT may cancel this contract immediately by written notice to the Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.
 - B. CANCELLATION: Any contract awarded in error may be rescinded at the Directors discretion. If cancellation is for the convenience of ODOT, the Vendor will be entitled to compensation for any deliverable that the Vendor has delivered before the cancelation. Such compensation will be the Vendor's exclusive remedy and provided only after a proper invoice is submitted and approved by ODOT.
 - C. TERMINATION FOR DELINQUENCY, VIOLATION OF LAW: The State may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.
 - D. TERMINATION FOR SUBCONTRACTOR DEFAULT: The State may terminate this Contract for the default 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 State for any liability to them. Subcontractors will hold the State 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.
 - E. TERMINATION FOR FAILURE TO RETAIN CERTIFICATION: Pursuant to section 125.081 of the Revised Code, the State may set aside a quote for supplies or services for participation only by minority enterprises (MBE's) as 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 de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.
 - F. SUSPENSION: If Vendor fails to perform any one of its obligations under this Contract, it will be in default and ODOT may suspend rather than terminate this Contract with ODOT believes that doing so would better serve its interests.

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.

28. **INDEMNIFICATION:** The Vendor shall defend, indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Vendor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract. Reference 107.12 the Construction & Materials Specification handbook.
29. **CONFIDENTIALITY:** The Vendor acknowledges that some of the information, documents, data, records, or other material provided by ODOT during the performance of the Contract may be of a confidential nature. The Vendor agrees that it will not disclose any information obtained by it as a result of the Contract, without written permission from the Director of ODOT. Further, Vendor agrees to make all reasonable efforts to ensure that no such confidential information is disseminated by its employees. The restrictions herein shall survive termination of the Contract. The Vendor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated.
30. **CONFIDENTIAL DATA:** ODOT reserves the right to request additional confidential information, including but not limited to financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, ODOT agrees to retain such information as confidential to the extent permitted by law.
31. **DRUG-FREE WORKPLACE:** By virtue of the signature on the last page of this ITB, the bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on state property. Failure to comply will result in immediate termination of any contract awarded and the Vendor will be subject to the provisions as set forth in Paragraph 21.
32. **PATENTS:** Section 107.03 concerning patented devices, materials and processes, as stated in the Ohio Department of Transportation Construction and Materials Specifications current issue, is incorporated by reference, as if rewritten herein for this Invitation to Bid. A copy of Section 107.03 is available upon request.
33. **WORKERS' COMPENSATION:** Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation. ODOT is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.
34. **PROTEST PROCEDURE:**
 - Pursuant to Ohio Revised Code Section 9.312, an apparent low bidder found not to be responsive or responsible shall be notified of that finding and the reasons for it. The notification shall be given in writing and by certified mail.
 - Bidder shall have five (5) calendar days after receipt of notification to file a written protest. The Department shall meet with the apparent low bidder or bidders at their option upon the filing of a timely written protest.

- No final award shall be made until the Department either affirms or reverses its earlier determination.
35. TIE BID PROCESS: If two or more bids offer the same unit price and are determined to be responsive and responsible, ODOT will break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items. If a tie still exists, ODOT may repeat this process or look to past or current performance in order to secure the item or items. ODOT will not allow a tie bid situation to otherwise unnecessarily delay a potential award.
36. DEVIATIONS: Statements or modifications that deviate from the Invitation's terms, conditions, specifications and requirements (such as altering delivery, changing F.O.B., price list changes, etc.) may render the bid non-responsive if the Director determines that the deviation or modification affects the amount of the bid or results in a competitive advantage for the bidder.
37. FINDING FOR RECOVERY: The Vendor affirmatively represents to the Department that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the Department hereunder shall be immediately repaid to the Department, or an action for recovery may be immediately commenced by the Department for recovery of said funds.
38. DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION: The Bidder being awarded the Contract must complete the enclosed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA). This form is to certify that the Vendor does not provide material assistance to any organization on the United States, Department of State's terrorist exclusion list. The completion of this form is considered a Condition Precedent for Execution of a Contract. Failure to complete the certification may result in the bidder being deemed not responsive and/or may invalidate any Contract awarded. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the completed form.
39. OHIO ETHICS LAW: In accordance with Executive Order 2007-01S, the Vendor, by signature on this Invitation to Bid, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.
- The full text of Executive Order 2007-01S can be downloaded from the ODOT website ([Governors Executive Order 2007-01S Ethics Requirements](http://www.dot.state.oh.us/policy/)) at: <http://www.dot.state.oh.us/policy/>.
40. CERTIFICATE FOR DOMESTIC AND OHIO PREFERENCE FORM: Those Bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the enclosed Certificate for Domestic and Ohio Preference Form. Bidders who qualify as an "Ohio" Bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State Bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. Bidders must complete this certification to receive the preference.
41. POLITICAL CONTRIBUTIONS: The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of the Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13. The Vendor understands that knowingly making false statement with regard to the aforementioned certification is, in itself, grounds for the rescission of this contract and may result in the loss of other contracts with the State of Ohio.

42. CONSIGNMENT: The products requested in this ITB may be considered for consignment by mutual acceptance of the parties. The parties, meaning any ODOT facility identified in the ITB and the awarded Vendor (s).

If a consignment arrangement is mutually acceptable to both parties, ODOT will send the awarded Vendor (s) a "Consignment Agreement" which may be executed by the Vendor (s). If the Vendor (s) decides to execute the "Consignment Agreement," it must be submitted to the Office of Contracts. The Office of Contracts will execute the "Consignment Agreement" of behalf of the Department and send a copy of the executed agreement to all the parties.

If a "Consignment Agreement" is established, the prices established in the ITB must remain firm for the duration of the contract. The prices can not and will not be increased to cover any increased costs associated with entering into a "Consignment Agreement" with the Department.

43. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.
44. 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.
45. This Contract sets forth all understandings between the parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Contract. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Contract.
46. SWEATSHOP FREE CERTIFICATION: The Vendor certifies that all facilities used for the production of the supplies or performance of services offered in the bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Vendor in furnishing the supplies or services described in this Contract and awarded to the Vendor.

47 and 48 - To Be Referenced on the Salt Contract Only

47. 018 – SALT CONTRACT ONLY - 19. LATE DELIVERY CHARGE: The Vendor shall be responsible for any and all damages for noncompliance with the delivery schedules set forth in the ITB or any awarded contract. The Vendor shall be required to make delivery of the product or service in accordance with the terms of the contract. Unless prior approval to extend the delivery date has been granted to the Vendor, by the ordering agency, any failure to meet the scheduled delivery date may result in the Vendor being assessed a "late delivery charge." Said late delivery charge shall be either 1% of the value of the Sub-Purchase Order or \$50, whichever is greater, for each calendar day beyond the scheduled 7 calendar day delivery date. The Sub-Purchase Order shall be defined as that remaining portion of the Purchase Order that was not delivered on the scheduled delivery date. As time is of the essence, if the Vendor does not deliver the ordered material within 7 days and ODOT is required to move material from one facility to another to meet operational need, the Vendor will be assessed an addition \$5.00 per ton for each ton transported. If such delay is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole discretion of ODOT. Continued failure to meet scheduled delivery dates may result in the Vendor being found to be in default.
48. 018 – SALT CONTRACT ONLY - FORCE MAJEURE: Neither party shall be liable to the other for any delay or failure of performance, nor shall any such delay or failure constitute a default, where an event of such catastrophic significance, that could not be foreseen in the exercise of ordinary care and which is beyond the reasonable control of the affected party, prohibits the mining or delivering of salt. The Director reserves the discretion to pay the Vendor for unforeseen and unforeseeable events as the Director deems appropriate under the respective circumstances at an amount the Director determines to be reasonable.

49. VENDOR-SUBSIDIARY DISCLOSURE FORM: If the Contractor does business under any other name with the State of Ohio or any local government, or if the Contractor is a subsidiary or parent company to any other corporation that does business with the State of Ohio or any local government, the Contractor agrees to review, execute and submit a Vendor-Subsidiary Disclosure form found at the following web address: <https://extranet.dot.state.oh.us/groups/purchasing/default.aspx>

50, 51 and 52 - To Be Referenced in Contracts for Services

50. EXECUTIVE ORDER 2010-09S REQUIREMENTS: The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 States. The Executive Order is incorporated by reference and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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

51. TERMINATION, SANCTION, DAMAGES: The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

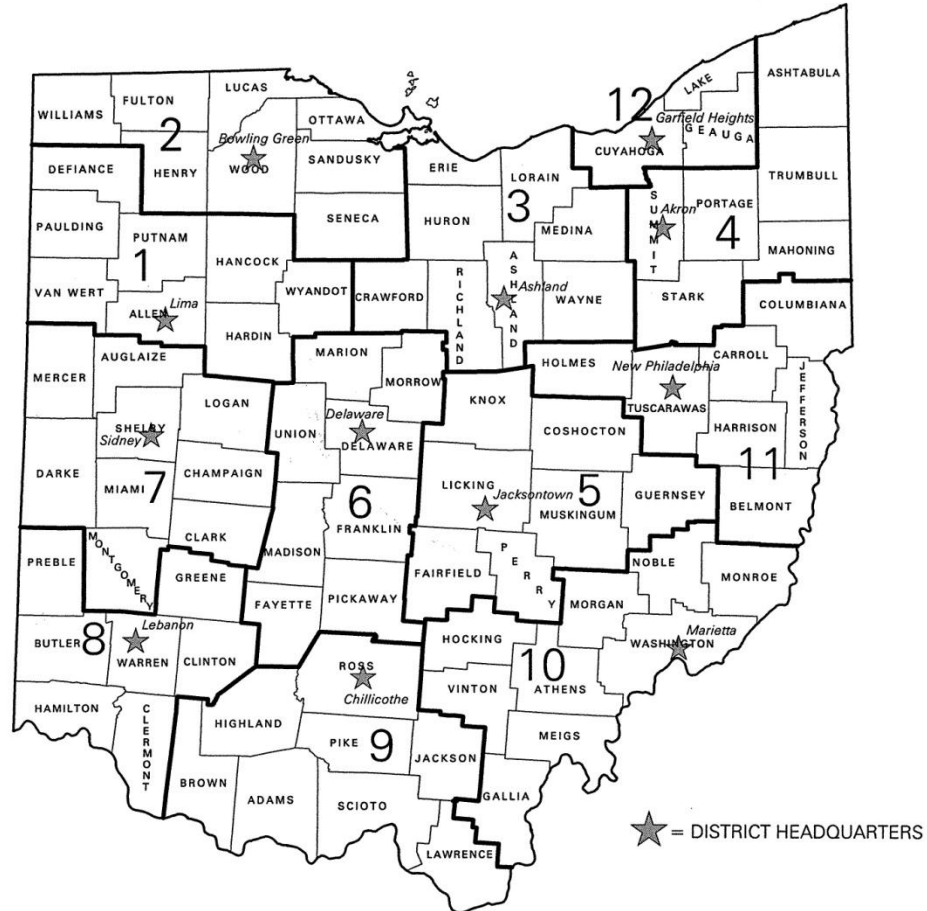
If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has 30 days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of 5 % of the value of the contract for every day past the time permitted to change or shift the location(s).

52. ASSIGNMENT / DELEGATION: The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

DISTRICT MAP

OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT INFORMATION



District	District Deputy Director, District Address	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, P.O. Box 969, 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

Invitation No. 370-11

Sealed replies to this invitation must be received at the following address on or before 11:00 a.m. on the opening date.

State of Ohio, Department of Transportation
Office of Contracts, Purchasing Services
1980 W. Broad Street, 1st floor
Columbus, Oh 43223
Office Hours 7:00 a.m. to 4:30 p.m., M-F

SIGNATURE PAGE
Invitation No: 370-11

Title: Freeway Service Patrol

Failure to **return all the pages** of this ITB and sign on this page as indicated shall render your bid non-responsive and ineligible for award.

Your signature indicates that you attest to all statements made in this Invitation to Bid, including but not limited to the Buy Ohio Statement, and that you have read, understand and hereby agree to be bound by all Department of Transportation terms, conditions, specifications, requirements and addenda relating to this invitation.

Date: _____

By: _____

Authorized signature by Officer of the Company (Signature must be in a color other than Black)

Type or print name shown above

Title of Officer Signing

Name of Company

NOTICE: The Department will no longer provide bidders or other interested parties an opportunity to review bids on the day of the bid opening. This prohibition is necessary in order to facilitate the opening and reading of the bids in a timely and professional manner.

Pursuant to Section 149.43 of the Ohio Revised Code, interested parties may however, request to view previously submitted bids by sending a Public Records Request to ODOT:

Attn: Gary Middleton
Administrator
Office of Contracts
1980 W. Broad Street, 1st floor
Columbus, Ohio 43223

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER ()				

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)