

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
RS900814	July 29, 2013	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. GDC119	BID NOTICE DATE 07/11/2013	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days			
<p>PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.</p>			
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</p> <p>FUEL & FUEL TANK & DISPENSING EQUIPMENT: INSPECTION, REPAIR, INSTALLATION AND REPLACEMENT & BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS (BUSTR) REPORTING SERVICE</p> <p>TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 08/15/13 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 03/31/17 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of four (4) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

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 following information. 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.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country) of
Origin)

_____ (Item) _____ (Country) of
Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):



- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.
 Yes (Answer a, b, c, d below) No (Go to B-3)
 - Bidder has paid the required taxes due the state of Ohio Yes No
 - Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)
- Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
- Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract RS902813 effective 08/15/13.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

ADD ON TO CONTRACT RS902813: Upon award, this contract becomes part of contract RS902813 Index GDC119.

SPECIAL CONDITIONS: The Director, Department of Administrative Services reserves the right to bid large or unusual requirements, for items that may be a part of the awarded Contract, under a separate Bid.

ESTABLISHED BUSINESS: To be considered responsive, the Bidder must, at the time of Bid submission be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this Bid. Documented Proof may be required upon request by the Office of Procurement Services.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

SITE VISIT: Prior to submitting their Bid Response, the Bidder may visit the agency(s) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact the DAS Contract representative, dennis.kapenga@ohio.gov, to request an appointment. An attempt will be made to schedule all requests. Once a Contract is awarded, failure of the Bidder to have visited a particular site to become familiar with the facility and requirements of the Bid will be an insufficient reason to support any request to be released from the Contract.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will calculate the lot total for Category One, Bid District Two by adding together all of the flat fees, site fees, and per hour fees.

Note: Category service requirements that are based on a percentage up-charge to the State will not be part of the computation. These costs will be reviewed to insure that they are representative of current usual and customary charges within this service industry. Excessive percentage up-charge costs may be rejected by the State and may result in the Bidder being deemed not responsive.

Note: The State has determined that because of the wide disparity of possible service requirements within each district, that for calculation purposes, the State is unable to estimate category service requirements representative of possible actual annual usage requirements.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by lot total for Category One, Bid District Two. Failure to bid all items within Bid District Two may result in the Bidder being deemed not responsive.

SUBCONTRACTING: The awarded Contractor(s) will be solely responsible for the Contract. Subcontracting by the Contractor will not be permitted unless approved by the State. On a per project basis, the Contractor must clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, etc. and responsible business contacts therein. No Contractor will engage a subcontractor for work on State property without the prior written approval of the Site Facility Manager.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions". The Price Increase Table on the Bid Price Page will be used to determine the price adjustments to the price per pound pricing for the Contractor.

TRANSPORTATION AND TRAVEL CHARGES: Any service provided from a Contract awarded pursuant to this Invitation To Bid (ITB) shall be provided F.O.B. destination, freight prepaid. Services provided shall be performed at the locations listed on the Purchase Order (PO). All travel, mileage charges and other transportation costs shall be included in the bid prices for Categories Two and Three. Only within Category One will the Contractor be permitted to charge for travel expenses. Category One travel expenses may be invoiced at the regular, non-emergency, labor rates. Category One travel expenses will apply on travel to and from the facility but only if over 50 miles.

CATEGORY ONE MULTIPLE DAY PROJECTS: For multiple day projects in Category One, the Contractor must provide two quotes to the agency for the requested work. The first quote will include travel on a daily basis to and from the site to perform the requested work. The second quote will include travel to the facility, overnight accommodations (2 staff per room) and per diem expenses for the duration of the project. If the project is longer than 5 days, the Contractor may include a second travel cost to accommodate staff returning to the facility after a weekend. All travel expenses must not exceed the Ohio Office of Budget and Management (OBM) established costs. Receipts for the actual overnight and per diem expenses must be included with the agency invoice. Travel expenses will apply on travel to and from the facility but only if over 50 miles.

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

Example:

If the Bidder enters \$50.00 per hour on the Bid Price Page for Regular Wage and actually pays the employee \$30.00 per hour, the Overhead % to be entered on the Bid price page would be 40%. $(\$50.00 - \$30.00) / \$50.00 * 100$

To calculate the Contractor's maximum allowable wage rate for quotes that require Prevailing Wage, the Contractor would get the Ohio Department of Commerce Prevailing Wage rates for the project site and multiply each one by the Overhead % and add that to the exact Prevailing Wage rates. If the exact prevailing wage rate for the above job classification was \$42.56, then the maximum allowable wage rate on quotes requiring Prevailing Wage rates would be \$59.58. $\$42.56 + (\$42.56 * .40)$.

PERMITS AND ENGINEERING COSTS: Required permits and engineering work for the completion of projects under this Contract may be charged at the exact cost to the Contractor with no up-charge. Copies of receipts or invoices for these items must be submitted with the agency invoice.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

PUBLIC LIABILITY: Each Bidder must carry public liability insurance with limits of not less than \$ 1,000,000.00 dollars for any one person and \$ 2,000,000.00 dollars for any one occurrence for death or personal injury and \$ 1,000,000.00 dollars for any one occurrence for property damage. A certificate of insurance showing the types of coverage should be submitted with the Bid. If not, the Bidder must provide the said certificate within five (5) business days, after notification, to the Office of Procurement Services. Furthermore, accompanying the certificate of insurance, providing the Bidder does not currently carry the amount of coverage specified above, shall be a letter from the insurance company stating that the Bidder's coverage will be increased to the specified amounts upon award of the ensuing Contract. Failure to provide the certificate and coverage increase letter, as applicable, within the stated time period will result in the Bidder being deemed as not-responsive. This amendment supersedes Supplemental Contract Terms and Conditions, Article S-13.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive Bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR REVENUE SHARE AND QUARTERLY SALES REPORTING: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) calendar days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing members using this Contract. The Contractor must report quarterly sales within 30 calendar days of the end of each quarter using the DAS on-line Contractor portal. The Contractor must report State agency sales and Cooperative Purchasing sales separately on this report. Instructions and login information for use of the on-line portal will be provided after Contract award.

The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment: applicable State Term Contract Number, report amount(s) and the reporting period covered.

For Revenue Share only: The Contractor should make the check payable to the "State of Ohio Treasurer" and forward the check to the following address:

Department of Administrative Services
General Services Division – Revenue Share Payment
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

CHANGE ORDERS: If significant unforeseen issues arise during the execution of a quoted project, that are not the fault or delay caused by the Contractor, a change order may be negotiated between the Contractor and the agency and become part of the total project.

SPECIAL CONTRACT TERMS AND CONDITIONS (continued)

PREVAILING WAGE: The Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau has determined that work identified in this bid and to be performed under contract may be subject to the requirements of Ohio Revised Code Sections 4115.03 to 4115.16, Prevailing Wage. The prevailing wage scale, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau shall be attached to each project scope requested by the agency. Upon award of a Contract by DAS, the successful Contractor, and all of its sub-contractors, guarantees that the prevailing wage for the area, to include any adjustments thereto, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau will apply to any worker assigned by the Contractor or all of its sub-contractors to any project that requires prevailing wage. It is the responsibility of the Contractor to determine on a project by project basis if prevailing wage rules and regulations apply. The agency requesting the services of the Contractor may request an audit of the Contractor's employee pay records to assure compliance with the Contract and prevailing wage requirements.

SPECIFICATIONS AND REQUIREMENTS

UNIVERSAL

I. SCOPE:

These specifications are for the general maintenance, repair, installation and replacement of fuel tanks, fuel dispensing systems, and related components for Underground Storage Tanks (UST's) and Aboveground Storage Tanks (AST's) owned and operated by state agencies and members of the State's Cooperative Purchasing Program. Representative usage for Bid District Two is found in Bid Exhibits Two through Eight for the Ohio Department of Transportation (ODOT), Ohio Department of Public Safety, Ohio State Highway Patrol (DPS/OSHP), and the Ohio Department of Rehabilitation and Correction. This bid is for District Two of Category One only and will become part of Contract RS902813 upon award.

II. GENERAL REQUIREMENTS FOR ALL SERVICE CATEGORIES:

- A. **CERTIFICATION LETTER:** The Bidder should submit with their Bid, a certificate attesting to the fact that the Contractor has the inspection and test services and personnel to perform the requirements specified in this Bid. Such certification should be submitted with the Bid. Furthermore, this certificate shall be on business or corporate letterhead paper and signed by a duly authorized representative of the organization submitting the response.
- B. **STATEMENT OF QUALIFICATIONS:** The Contractor shall employ and use for this work trained service technicians who are experienced in work of this type and are thoroughly familiar with the requirements specified therein. The Bidder should submit with their Bid, a statement of qualification for each service technician, who will be assigned to this Contract. Each qualification statement submitted shall specifically detail the service technician's experience specific to the type of work to be performed.
- C. **EMPLOYER RESPONSIBILITY:** The Contractor shall be responsible for the acts or neglect of his employees when performing work under this Contract. The Contractor's employees shall observe the rules and regulations of the facility when engaged on work under this Contract on the facility's premises. The facility will inform the Contractor of any special rules and regulations.
- D. **BIDDER REFERENCES:** The Bidder shall give at least three (3) references of work completed of a similar nature to this proposal. References shall include contact names, addresses, and telephone numbers. References should be submitted with the Bid Response.
- E. **CONTRACTOR'S RESPONSIBILITY:** The Contractor shall provide all required services, both scheduled and emergency, during the Contract period.
1. All work specified in this Contract will be done on an on-call basis. The Contractor shall perform work as directed by the respective Site or District Facility Manager or authorized designee, on an as-needed basis. The Contractor shall schedule the requested work with the respective Site or District Facility Manager or authorized designee and provide appropriate documentation outlining the work performed.
 2. The Contractor shall provide emergency services to respond within twenty-four (24) hours notification, to any facility location to repair or replace any equipment to keep the system functioning. As applicable to the agency, this authorization is to be given only by the respective Site or District Facility Manager or authorized designee.
 3. Before starting any requested work at any facility, the Contractor shall notify the designated Site or District Facility Manager or authorized designee at least five (5) days in advance of the scheduled site visit. The Contractor shall begin services within ten (10) days of the date agreed upon by the Contractor and the Site or District Facility Manager or authorized designee. Once at the site, the Contractor shall notify the facility contact of his arrival before starting any work.
 4. The Contractor shall only assign staff properly certified/permitted for the work to be performed; e.g., as applicable, Contractor shall have all work performed by a Certified Tank Installer permitted by the State of Ohio. Contractor staff will be asked to record their certification/permit on the State UST/AST Facility Service Survey form (refer to Item F below and Bid Exhibit Nine).

SPECIFICATIONS AND REQUIREMENTS (continued)

UNIVERSAL (continued)

5. The Contractor shall follow all Federal, state, and local regulations pertaining to the services performed under the terms of this agreement.
 6. The Contractor shall obtain all permits needed to complete all work, in compliance with this agreement.
 7. The Contractor shall supply all documentation pertaining to the services performed under the terms of this agreement to the Site or District Facility Manager or authorized designee within seven (7) days of completion of the service.
- F. **SITE SERVICE SURVEY:** The Site or District Facility Manager or authorized designee will provide the Contractor a State UST/AST Facility Service Survey form prior to the initiation of any scheduled or emergency service work. The Contractor shall complete the form and return it to the Site or District Facility Manager or authorized designee upon completion of the work. Completion of this form is applicable to all service categories.

The State UST/AST Facility Service Survey, reference Bid Exhibit Nine, may be required only for Contractors performing services in Categories One.

- G. **EMERGENCY SERVICES:** As applicable, the Contractor shall provide emergency services to respond within twenty-four (24) hours notification, to any facility location to perform services necessary to keep the fuel storage system functioning. As applicable to the agency, this authorization is to be given only by the respective Site or District Facility Manager or authorized designee.

Penalty: Any delay, after 24 hours of required response time, will be charged back at the vendor's hourly emergency service charge per hour or fraction thereof.

H. **TERMS OF PAYMENT:**

1. Invoices are to be sent for actual cost fee after each requested service is completed and accepted. Invoices shall include a statement of all work performed.
2. The Contractor's Bid shall list a flat rate and/or hourly rate for each Contracted service requested to be performed. All flat rate/hourly rates shall be inclusive of all fees and surcharges including, but not limited to, equipment, transportation, supplies, and personnel. A representative list of facilities in Bid District Two with AST/UST is attached hereto as Bid Exhibits Two through Eight.
3. Contractor percentage markup for replacement/repair parts shall be based on actual net invoice cost to the Contractor, inclusive of any transportation/delivery/equipment charges. Parts charges shall include a copy of the actual supplier's invoice. Invoices without proper validation will be returned to the Contractor for revision. No other surcharges or fees may be added to the percentage charge.

The Contractor is to provide a copy of the current manufacturer's wholesale list prices. Upon receipt by the Contractor, all updated pricing lists will be submitted to the respective Site or District Facility Manager or authorized designee, as applicable.

4. Invoices for regularly scheduled on-call services are required to be submitted to the respective Site Facility Manager where services were performed. As applicable to the agency, this authorization is to be given only by the respective Site or District Facility Manager or authorized designee.
5. As applicable to the agency, all non-scheduled or emergency service(s), pre-authorized by the Site or District Facility Manager or authorized designee, shall be directly invoiced to the respective Site or District Facility Manager or authorized designee for payment.
6. Contractor invoices must validate One Way Travel Rate charges by indicating both the time of and point of departure and the mileage between the point of departure and the point of destination. Invoices without proper validation will be returned to the Contractor for revision.

SPECIFICATIONS AND REQUIREMENTS (continued)

UNIVERSAL (continued)

III. SPECIAL PROVISIONS FOR ALL SERVICE CATEGORIES:

- A. The Contractor shall make every attempt to keep distractions and noise to a minimum. Agency operations are not to be interrupted.
- B. Work will be requested and approved by the respective Site or District Facility Manager or authorized designee. Payment will be made upon satisfactory completion of the work and submission of a proper invoice.
- C. Any questions as to the intent, scope, or direction of work shall be addressed to the respective Site or District Facility Manager or authorized designee for clarification.
- D. The Contractor shall perform work as directed by the respective Site or District Facility Manager or authorized designee, on an as-needed basis. The Contractor shall schedule the requested work with the respective Site or District Facility Manager or authorized designee and provide appropriate inspection, maintenance and repair records documenting all work accomplished.
- E. As applicable, the Contractor shall provide reports of testing/inspection activities to the Site or District Facility Manager or authorized designee within seven (7) days of the completion of work.
- F. Notice: Facility and tank locations shown in Bid Exhibits Two thru Eight are only representative of locations and equipment, current as of December 2013. All locations and equipment placements are subject to change: addition, deletion, or modification of use. Within their awarded Bid District(s), the Contractor will be responsible for providing all required category services to all agency locations, tanks, and dispensing equipment during the term of the Contract.
- G. Notice: Access to secure facilities such as Ohio Department of Rehabilitation and Corrections prisons may require a lengthy vehicle inspection and inventory process for both entering and leaving the facility. These types of delays shall not be billed to the agency.
- H. Notice: There may be times when the Contractor is delayed from performing services due to an agency emergency such as a prison lockdown or mandatory snowplow refueling. The Contractor may invoice the agency for the actual delay, not to exceed 2 hours, at a hourly rate of \$50.00 per hour. This delay must be agreed to by the facility site manager.

SPECIFICATIONS AND REQUIREMENTS (continued)

CATEGORY ONE

ON-CALL INSPECTION & REPORTING, MAINTENANCE, REPAIR, INSTALLATION AND REPLACEMENT SERVICES OF FUEL TANKS, FUEL DISPENSING SYSTEMS, AND RELATED COMPONENTS AND TANK REMOVAL AND INSTALLATION SERVICES FOR UNDERGROUND AND ABOVE GROUND FUEL TANKS

I. THE CATEGORY ONE ON-CALL SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- A. Dispenser Equipment:
Installation, calibration, maintenance and repair of fuel dispenser systems and components, in compliance with the manufacturer's instructions, including any requested maintenance and service checks for operability and running conditions.
- B. Spill Prevention Equipment:
Installation, maintenance and repair of fuel spill prevention equipment, in compliance with manufacturer's instructions, including any requested maintenance and service checks for operability and running conditions.
- C. Overfill Prevention Equipment:
Installation, maintenance and repair of fuel overfill protection equipment, in compliance with the manufacturer's instructions, including any requested maintenance and service checks for operability and running conditions.
- D. Leak Detection Equipment (including probes and monitoring unit):
Installation, maintenance and repair of leak detection systems and components, in compliance with the manufacturer's instructions, including any requested maintenance and service checks for operability and running conditions.
- E. All AST and UST tank removals and installations, as required by the agency, shall be BUSTR and/or Code Enforcement compliant. As applicable, the Contractor shall have all work performed by a Certified Tank Installer permitted by the state of Ohio.

Note: Unless the Contractor is at fault through action or negligence, the agency will assume responsibility for any required soil and water remediation efforts at tank sites. The removal and disposal of backfill and concrete debris as part of standard tank removals and/or installations shall be the responsibility of the Contractor. All disposal charges to the State shall be a percentage upcharge of documented costs to the Contractor.

II. SERVICE:

- A. The Contractor shall include all maintenance, inspection, service, and parts in accordance with equipment manufacturer maintenance requirements. The Contractor shall bid a percentage (%) mark-up of wholesale prices for repair parts.
- B. With authorization from the Site or District Facility Manager or authorized designee, the Contractor shall install maintain, calibrate, replace or repair any equipment during normal business hours, at the indicated flat rate/hourly rate plus any repair parts at the wholesale list price plus the percent mark-up as indicated on the Bid Price Page.
- C. When applicable, Contractor invoices for travel charges must validate travel rate charges by indicating both the time of and point of departure and the mileage between the point of departure and the point of destination. Invoices without proper validation will be returned to the Contractor for revision. Travel rate hourly charges must include the mileage cost. No other surcharges or fees may be added to the hourly charge.
 - 1. The Category One on-call services are subject to both flat/hourly labor rate charges and applicable travel rate charges if over 50 miles.

SPECIFICATIONS AND REQUIREMENTS (continued)

CATEGORY ONE (continued)

III. EQUIPMENT INVENTORY:

As part of their Bid submittal, the Bidder should furnish an equipment/machinery inventory with the base daily and/or half-day cost of operation. The inventory should include at a minimum, those core items most often required for tank removal and installation. The State will allow the Contractor to invoice for usage based on a percentage upcharge to the base operating cost. Rental equipment may also be upcharged by the same percentage as owned equipment. The State will pay the percentage markup on rented equipment based on the actual documented invoice cost to the Contractor. Reference Bid Price Page 13 for a suggested minimum core inventory list.

BID PRICE PAGE

CATEGORY ONE - TANK & DISPENSING SYSTEM MAINTENANCE & TANK INSTALLATION, REMOVAL & REPLACEMENT				
ITEM #	SERVICE ACTIVITY	RATE TYPE	DISTRICT TWO	
			Regular Wage	Overhead %
1	LABOR: REGULAR REPAIR & MTNCE	PER HOUR	\$	%
2	LABOR: EMERGENCY REPAIR & MTNCE	PER HOUR	\$	%
3	REPAIR PARTS: REPAIR & MTNCE	PERCENTAGE UPCHARGE		%
4	LABOR: DISPENSING SYSTEM INSTALL & REPLACEMENT	PER HOUR	\$	%
5	REPAIR PARTS: DISPENSING SYSTEM	PERCENTAGE UPCHARGE		%
6	LABOR: LEAK DETECTION SYSTEM INSTALL & REPLACE	PER HOUR	\$	%
7	REPAIR PARTS: LEAK DETECTION SYSTEM	PERCENTAGE UPCHARGE		%
8	LABOR: UST SYSTEM REMOVAL SERVICE	PER HOUR	\$	%
9	LABOR: UST SYSTEM INSTALL & REPLACE	PER HOUR	\$	%
10	REPAIR PARTS: UST REPAIR & REPLACE	PERCENTAGE UPCHARGE		%
11	LABOR: AST SYSTEM REMOVAL SERVICE	PER HOUR	\$	%
12	LABOR: AST SYSTEM INSTALL & REPLACE	PER HOUR	\$	%
13	REPAIR PARTS: AST REPAIR & REPLACE	PERCENTAGE UPCHARGE		%
14	EQUIPMENT AND MACHINERY USAGE	PERCENTAGE UPCHARGE		%
15	DISPOSAL CHARGE: BACKFILL & DEBRIS & CONTAMINATED SOIL	PERCENTAGE UPCHARGE PER TON		%

Note: Refer to the Prevailing Wage statement on page 6
The Overhead % is the portion of the Regular Wage that is not the portion paid to the employee.
The Overhead % will be used to calculate the Prevailing Wage rate for projects that require Prevailing Wage rates.
(See the paragraph and example for Category One Prevailing Wage Rate Calculations on page 4)

BID PRICE PAGE (continued)
CORE INVENTORY EQUIPMENT

REFERENCE: BID PAGE 9
SPECIFICATIONS AND REQUIREMENTS: CATEGORY ONE
SECTION IV, EQUIPMENT INVENTORY:

As part of their Bid submittal, the Bidder should furnish an equipment/machinery inventory with the base daily and/or half-day cost of operation. The inventory should include at a minimum, those core items most often required for tank removal and installation. The State will allow the Contractor to invoice for usage based on a percentage upcharge to the base operating cost. Rental equipment may also be upcharged by the same percentage as owned equipment. The State will pay the percentage markup on rented equipment based on the actual documented invoice cost to the Contractor.

This suggested inventory is not considered to be all inclusive of the equipment required for all circumstances; likewise, not all jobs will require all equipment. This list is simply a core inventory for baseline purposes and to which the Equipment and Machinery Usage percentage markup, noted on Bid Price Pages 16 and 17 as line item 16, will be applied for Category One.

Bidders may add additional pieces of equipment that they consider as core inventory.

For each core inventory item, the Bidder shall note whether the item is Contractor owned or rented as needed, the daily base operating cost for full day and/or half day, and the percentage upcharge for usage on the State project.

Costs indicated on the Core Inventory Equipment page will not be used in the evaluation. Such costs are subject to agency audit to insure that such costs are within the market parameters of being considered reasonable and customary. If not within market parameters, the Contractor may be asked to alter pricing to conform.

ITEM	ITEM DESCRIPTION	ITEM CONTRACTOR OWNED	(1) ITEM RENTED AS NEEDED	FULL DAY USAGE BASE COST	HALF DAY USAGE BASE COST	PERCENTAGE MARKUP FOR USAGE
1	AIR COMPRESSOR			\$	\$	%
2	ACETYLENE TORCH			\$	\$	%
3	BACKHOE			\$	\$	%
4	BOBCAT			\$	\$	%
5	CEMENT MIXER			\$	\$	%
6	COMPACTOR			\$	\$	%
7	CRANE			\$	\$	%
8	DIAMOND SAW			\$	\$	%
9	DUMP TRUCK			\$	\$	%
10	ELECTRIC PUMP			\$	\$	%
11	EXCAVATOR-LARGE			\$	\$	%
12	EXCAVATOR-SMALL			\$	\$	%
13	FRONT END LOADER			\$	\$	%
14	GENERATOR			\$	\$	%
15	POWER WASHER			\$	\$	%
16	TRACK HOE			\$	\$	%
17	WELDER			\$	\$	%
				\$	\$	%
				\$	\$	%
				\$	\$	%
				\$	\$	%

Indicate the name of the equipment rental contractor most typically used: _____

BID EXHIBIT ONE

MAP OF ODOT DISTRICTS AND COUNTIES



BID EXHIBIT TWO

OSHP AST LOCATION

Bowling Green Post # 87 (Wood County)
12891 Middleton Pike
Bowling Green, Ohio 43402
Phone: (419) 373-6803
2,000 gallon AST Unit

BID EXHIBIT THREE

ODOT DISTRICT LOCATIONS AND CONTACT PERSONNEL

DISTRICT	LOCATION	ADDRESS	CITY & ZIP	CONTACT	TELEPHONE
2	District Two Headquarters	317 East Poe Road	Bowling Green – 43402	Thomas Richcreek	419-373-4419
2	Fulton County Garage	989 North Shoop Avenue	Wauseon – 43567	Thomas Richcreek	419-373-4419
2	Henry County Garage	9733 SR 110	Napoleon – 43545	Thomas Richcreek	419-373-4419
2	Lucas County Garage	1600 South Detroit Avenue	Toledo – 43607	Thomas Richcreek	419-373-4419
2	Ottawa County Garage	307 South Railroad Street	Oak Harbor – 43449	Thomas Richcreek	419-373-4419
2	Sandusky County Garage	1215 Oak Harbor Road	Fremont – 43420	Thomas Richcreek	419-373-4419
2	Seneca County Garage	3390 SR 100	Tiffin – 44883	Thomas Richcreek	419-373-4419
2	Williams County Garage	1825 Magda Drive	Montpelier – 43543	Thomas Richcreek	419-373-4419
2	Wood County Garage	13982 Mitchell Road	Bowling Green – 43402	Thomas Richcreek	419-373-4419
2	Northwood Outpost Garage	200 Lemoyne Road	Northwood - 43619	Thomas Richcreek	419-373-4419

BID EXHIBIT FOUR

TANK TYPE/SIZE/CONTENTS – BY ODOT LOCATION

ODOT DISTRICT TWO

| Location – Type
Gallon Capacity Tank
Contents |
|---|---|---|---|---|
| dbl AST = split tank | | | | |
| District 2 HQ – UST
10,000 Diesel | Henry Co – UST
10,000 Diesel | Sandusky Co–dbl Splt
4,000 Diesel AST | Williams Co dbl Splt
4,000 Diesel AST | Wood Co – AST
250 Used Oil |
| District 2 HQ – UST
10,000 Unleaded | Henry Co – UST
10,000 Unleaded | Sandusky Co–dbl Splt
2,000 Unleaded AST | Williams Co dbl Splt
2,000 Unleaded AST | Northwood – UST
10,000 Diesel |
| District 2 HQ – dbl
1,000 Gen Fuel Oil
AST | Henry Co – AST
250 Used Oil | Sandusky Co – AST
250 Used Oil | Williams Co – AST
500 Used Oil | Northwood – UST
10,000 Unleaded |
| Fulton Co – UST
10,000 Diesel | Ottawa Co – AST
300 (GEN) Diesel | Seneca Co dbl AST
4,000 Diesel | Wood Co – UST
10,000 Diesel | Northwood – UST
2,500 (Gen) Fuel Oil |
| Fulton Co – UST
10,000 Unleaded | | Seneca Co dbl AST
2,000 Unleaded | Wood Co – UST
10,000 Diesel | |
| Henry Co – UST
10,000 Diesel | | Seneca Co – AST
500 Used Oil | Wood Co – UST
10,000 Unleaded | |

BID EXHIBIT FIVE

LOCATIONS OF ODRC INSTITUTIONS BY BID DISTRICT

DISTRICT 2
Toledo Correctional Institution Toledo LUCAS COUNTY

BID EXHIBIT SIX

ODRC Correctional Institution Storage Tank Contact List

Toledo Correctional Institution	Gary Wiswasser	419-726-7977 x 7265
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BID EXHIBIT SEVEN

ODRC Under Ground Storage Tanks

Institution Name Toledo Correctional Institution

Tank Class	Capacity in Gallons	Contents	Tank Material	Year Installed	Tank Type	Outer Tank Material	Location
UST	1000	Diesel	Fiberglass	1999	Double walled		Bldg. #8 Warehouse
UST	4000	Gasoline	Fiberglass	1999	Double walled		Bldg. #8 Warehouse
UST	6000	Diesel	Fiberglass	2000	Double walled		Bldg. #7 OPI
UST	12000	Diesel	Fiberglass	2000	Double walled		Bldg. #7 OPI

BID EXHIBIT EIGHT

ODRC ABOVE GROUND STORAGE TANKS

Toledo Correctional Institution	2001 East Central Avenue	Toledo, OH 43608	533	Diesel Generator	Steel	2000	Double walled	Steel	Bldg. #9 Camp
			612	Diesel Generator	Steel	1999	Double walled	Steel	Bldg. #8 Warehouse

BID EXHIBIT NINE
STATE OF OHIO
UST/AST FACILITY SERVICE SURVEY

Site #:	Address:	City/State:			
Site Visit Date:	_____	Completed By	Name: _____		
		Company:	Contact Info:		
REASON FOR SITE VISIT					
ACTIVITIES PERFORMED					
PERMITS AND RECORDS					
Q#		Q#	Yes	No	N / A
1	Are the underground storage tank registration and AGT flammable/combustible permit certificates current and posted (as applicable)?	1			
2	Are the maintenance work orders maintained at the site for all repairs to gasoline equipment? <i>(Please note if no one is available to provide records)</i>	2			
3	Are receipts/manifests available for disposal of hazardous materials? <i>(Please note if no one is available to provide records)</i>	3			
4	Are Material Safety Data Sheets (MSDS) available for all products? <i>(Please note if no one is available to provide records)</i>	4			
Q#		Q#	Yes	No	N / A
UST INVENTORY RECONCILIATION					
5	Are tanks being checked for water monthly ?	5			
6	Is water-finding paste available for tanks that do not have probes?	6			
7	Are all product inventories being properly reconciled monthly (unless using manual tank gauging, see question 8)?	7			
8	For unmetered products stored in tanks under 550-gallons, is weekly manual tank gauging being performed?	8			

BID EXHIBIT NINE

STATE OF OHIO
UST/AST FACILITY SERVICE SURVEY (continued)

Q#	UST MONITORING EQUIPMENT	Q#	Yes	No	N/A
9	Electronic monitoring console(s) operating properly (power on, no alarms indicated)?	9			
10	Does the site have a current monitoring log (records daily monitor checks, alarms and service calls)?	10			
Q#	HOSES AND NOZZLES	Q#	Yes	No	N/A
11	Hoses are in good condition - no tears, kinks and not laying on the ground? <i>(Please note specific deficiencies)</i>	11			
12	Swivels operational, no drips or leaks? <i>(Please note specific deficiencies)</i>	12			
13	Breakaway installed in the correct direction?	13			
14	Nozzles are in good condition - no drips or leaks, spouts not out of round, vapor recovery holes clear (where applicable), boots are in free of tears and gaps (where applicable)? <i>(Please note specific deficiencies)</i>	14			
Q#	DISPENSERS	Q#	Yes	No	N/A
15	Are the dispensers free of visible leaks?	15			
16	Are dispenser pans (if present) free of liquid and debris?	16			
17	Are keys available for inspection inside of dispensers?	17			
18	Are Safety Decals present (No Smoking/Stop Engines, etc)	18			
19	Are portable fire extinguishers available within 30-ft of dispensers?	19			

BID EXHIBIT NINE

STATE OF OHIO
UST/AST FACILITY SERVICE SURVEY (continued)

Q#	ABOVEGROUND STORAGE TANKS	Q#	Yes	No	N/A
20	Are aboveground tanks labeled?	20			
21	Are aboveground tanks systems free of corrosion, damage and visible leaks?	21			
22	Are secondary containment/diking areas free of product, debris and water?	22			
Q#	STORAGE TANK FILL AND PUMP AREAS	Q#	Yes	No	N/A
23	Is the concrete pad in good conditions (free of cracks and in good repair)?	23			
24	Are the STP sumps free of water and debris?	24			
25	Vapor and Fill spill buckets are free of all liquid and debris?	25			
26	Do the spill buckets have drains and are they working properly?	26			
27	If the spill buckets do not have working drain valves, is a hand pump available to remove liquid?	27			
Q#	STORAGE TANK FILL AND PUMP AREAS (continued)	Q#	Yes	No	N/A
28	Are the fill/vapor caps and gaskets in good condition, and clamp on tightly?	28			
29	Are the fill and vapor fill adapters on tightly, and free of cracks and debris?	29			
30	Are the fill covers in good condition, and properly color coded?	30			
31	Is the fill properly marked to identify product in the tank?	31			
32	Do gasoline tank vent pipes have pressure vacuum (P/V) valves?	32			
33	Drybreak (poppet valve) springs back into place and seals properly?	33			

BID EXHIBIT NINE

STATE OF OHIO
UST/AST FACILITY SERVICE SURVEY (continued)

Q#	SPILL / EMERGENCY RESPONSE	Q#	Yes	No	N/A
34	Is the emergency shut off properly labeled?	34			
35	Is the emergency shut off accessible?	35			
36	Are emergency and contact numbers posted?	36			
37	Is a spill kit available for use on surface spills (at a minimum, kitty litter, broom, shovel)?	37			

Site Representative Name (PRINT)	Site Representative Signature
Service Applicable Certification(s) or Permit(s):	

ALL DEFICIENCIES MUST BE REPORTED TO THE SITE REPRESENTATIVE UPON COMPLETION OF SITE VISIT

ALL SURVEYS MUST BE FAXED WITHIN 3 BUSINESS DAYS TO THE FACILITY CONTACT PERSON