

State of Ohio
Department of Natural Resources
2045 Morse Rd.
Columbus, OH 43229

REQUEST FOR BID



The signed document must be submitted to receive consideration for award.		BIDDER NAME	
BID NUMBER <u>DNRPARKSSE09</u> OPENING DATE/TIME (03/03/2021 5:00 p.m.) DATE: 03/03/2021 Ohio Department of Natural Resources Attn: Division of Parks & Watercraft Salt Fork State Park 14755 Cadiz Road Lore City, OH 43755		STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet CITY _____ STATE _____ ZIP _____ COUNTY _____ MBE/EDGE CERTIFICATE NUMBER _____ TELEPHONE NO. _____ TOLL FREE NO. _____ CONTACT PERSON _____ FAX NO. _____ BIDDER'S E-MAIL ADDRESS _____	
REQ./INDEX NO.	NOTICE DATE 02/17/2021		
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			
BILL TO: Ohio Shared Services Salt Fork State Park-N07 PO Box 182880 Columbus, OH 43219		SHIP TO: Ohio Dept. of Natural Resources Salt Fork State Park 14755 Cadiz Road Lore City, OH 43755	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <u>6/15/2021</u>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST. P.P.D. _____	

THIS REQUEST IS FOR:

FLOATING DOCKS AND GANGWAY SYSTEM FOR SALT FORK STATE PARK

TIME OF PERFORMANCE: This contract will become effective on 03/03/2021 by 5 o'clock, or the date of the signature by the State of Ohio on this contract, whichever is later. This contract shall remain in effect, until the work has been completed, or until terminated as provided in this contract.

The signed request must be submitted 03/03/2021 by 5 o'clock on the above listed opening date to receive consideration for award.

Submit Bids via e-mail only to: Margaret Fuller, Financial Associate Supervisor, Ohio Department of Natural Resources, Parks & Watercraft, SE District. DNRPARKSSEBIDS@dnr.state.oh.us

Clearly mark email bid submissions with **DNRPARKSSE09 Floating Docks & Gangway System for Salt Fork State Park**

CERTIFICATION STATEMENTS

- I. Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** The state reserves the right to clarify any information during the evaluation process.

*****BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.*****

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)
[Not applicable to "[Excepted Products](#)"]

1. 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)
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)
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 American 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)

B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
☐ Yes ☐ No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio. ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No
 - b) 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://sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-3)
3. Border state bidder:
☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN ☐ No (Go to B-4)
4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK)
☐ Yes ☐ No

INQUIRIES: All inquiries should be submitted a minimum of (3)

working days prior to the opening date through the Procurement website, www.procure.ohio.gov. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.

SPECIFICATIONS & REQUIREMENTS:

PERFORMANCE CRITERIA FLOATING DOCKS AND BRIDGES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

The requirements stated in these Specifications shall apply to all work in this Section.

1.02 DESCRIPTION OF WORK

This item shall consist of furnishing all labor, equipment, and materials necessary to construct and deliver floating docks, bridges, and dock anchorage systems as shown on the detailed drawings and specified herein.

- 1.03 DOCK MANUFACTURER.** The dock manufacture to be performed in accordance with these specifications shall be accomplished by one firm, corporation, or vendor, qualified by actual consistent dock manufacturer experience.
- A. Pursuant to R.C. 9.312, ODNR may consider all of the following factors in determining whether the proposed bidder or dock manufacturer to be used by the proposed bidder is responsible: the experience of the bidder or manufacturer, the bidder or manufacturer's financial condition, the bidder or manufacturer's conduct and performance on previous contracts, the bidder or manufacturer's facilities, the bidder or manufacturer's management skills, and the bidders ability to execute the contract properly. Upon request by ODNR, a bidder shall promptly submit any requested information, which will assist ODNR in evaluating the bid.
 - B. The floating docks shall be fabricated under controlled conditions.
 - C. The dock manufacturer shall have a written quality assurance (QA) program, which covers all aspects of components and final assemblies, furnished on this project.
 - D. All welding shall be done by certified welders, with AWS certifications appropriate for the welds specified.
 - E. The dock shall be designed by a registered professional engineer experienced in floating dock and anchorage design using the criteria set forth below in the project specifications. Upon request by ODNR, a bidder shall promptly submit any requested information, which will assist ODNR in evaluating experience or qualifications of the professional engineer.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**1.04 APPLICABLE STANDARDS**

A. Applicable standards for design and construction shall be the latest edition of the following:

1. American Institute of Steel Construction (AISC), Manual of Steel Construction.
2. American Welding Society (AWS) Structural Welding-Code Steel.
3. American Welding Society (AWS) Guide for the Nondestructive Inspection of Welds.
4. American Society of Testing Materials (ASTM)
5. The Aluminum Association, Inc. Design Standards.
6. American Wood Preservers Association (AWPA)
7. American Society of Civil Engineers, Manual 50 - Planning and Design for Small Craft Harbors, Revised Edition, 2000.
9. American Iron and Steel Institute, Light Gauge Cold - Formed Structural Steel Members Design Manual.

1.05 SHOP DRAWINGS AND OTHER SUBMITTALS

A. Shop drawings showing complete fabrication and assembly details shall be submitted for approval before the production of docks begins.

B. Shop drawings and submittals shall contain, at a minimum, the following information:

1. Technical product data for all major components.
2. Installation and removal instructions.
3. Layout and fabrication drawings for all structural units and bridges.
4. Complete details for flotation for each dock unit.
5. Complete fabrication details for the anchorage system for floating docks.
6. Decking layout.
7. Details of all connections between dock units and bridges.
8. Complete calculations showing adequacy of design.
9. Dock section-lifting frame.
10. Anchor spud puller.
11. Listing of spare hardware being provided by 3.07.

C. All drawings shall utilize standard A.W.S. symbols. Bolt diameter, lengths and strength shall be shown.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):

- D. Submit 1 draft copies of the maintenance, operating and winterization manual along with a copy of the extended warranty with the shop drawings.

1.06 CALCULATIONS

- A. Calculations shall be provided for a minimum of the following:

1. Flotation loads.
2. Freeboards.
3. Finger deflections.
4. Anchorage design and loadings.
5. Structural frame design for applied loads.
6. Adequacy of all weld design and bolt sizes and strengths.
7. Strength adequacy of connectors.
8. Strength adequacy of pile guides and their attachment to structural frame for carrying design loads.
9. Bridge deflection loads and handrail adequacy.
10. Dock section-lifting frame.
11. Extendible lifting boom.
12. Portable lifting hoist.

1.07 QUALITY ASSURANCE

- A. Copies of forms are to be provided by the dock manufacturer which show that their QA program will be carried out.
- B. Certifications for welders who will be doing welds in the QA program with the shop drawing submittals.

1.08 MAINTENANCE MANUAL

- A. Before final acceptance of the floating dock system, the dock manufacturer shall provide 3 final copies of a bound maintenance manual and electronic file in PDF format, which shall include "as built" shop drawings, maintenance data, parts lists, cut sheets, etc. The manual shall include recommendations for winterization of docks and utility services along with a written warranty.

1.09 DESIGN CRITERIA**A. GENERAL DESIGN**

1. Dock dimensions or dock square footage calculations shall be measured from the edge to edge of the dock structural frame and do not include rub rails, bumpers or connections.
2. It is the dock manufacturer's responsibility to verify the location of all existing points of attachment and adjust the dock and bridge design to match the already established locations of anchorage and shore connections.
3. Docks shall be designed for winter removal.
4. Dock design provisions shall be verified by calculations performed by a Registered Professional Engineer experienced in floating dock design. These calculations shall be approved by ODNR prior to dock fabrication.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):

5. Structural components shall be designed using yield stress not ultimate stress.

B. DOCK DESIGN LOADINGS

1. Dead Load Design.

- a. Dead load is defined as the weight of the entire dock and utilities including all electric, water, sewage, fire, dock boxes, power pedestals, pile guides, winch stands, cable and chain weight, cleats, etc. Pipes carrying liquids shall be assumed to be full when calculating dead load.
- b. The floating dock supplier shall list the freeboard of each pier on the submittal drawings. Actual dead load freeboard at time of acceptance shall be no more than +/- 1 inch of the freeboard listed on the drawings and no more than +/- 2 inches at the end of the warranty period with the following exceptions:

The outer ends of finger docks shall be either level with or up to 2 inches higher than the mainwalk where it attaches.

For cantilever docks both ends shall be +/- the average freeboard.

The main walk dock under bridges may be up to 2 inches higher than the average freeboard listed on the submittal drawings. For cantilever docks, both ends shall be within 1 inch, plus or minus of the average freeboard.

Main walks shall not slope lengthwise more than 1 inch in 8 foot at time of acceptance and 1 ½ inches in 8 foot at end of warranty period.

Mainwalks shall not slope crossways more than 1 inch in 8 foot at time of acceptance and 1 ½ inches in 8 foot at end of warranty period.

The outer ends of docks and cantilever docks shall have no more than a ½ inch drop across the end per 3 foot of width at time of acceptance and ¾ inch at the end of the warranty period.

- c. Structural frame members shall be a minimum of 5 inches above the water at full dead load for the life of the dock system.

2. Vertical Live Load Design

- a. All dock walking surfaces shall have adequate flotation under them to support all dead loads plus a minimum of 30 pounds per square foot live load.
- b. Additional flotation shall be provided under docks at bridges so as to prevent loss of freeboard (defined as 25 percent of total freeboard) under the bottom of the bridge with a 50% design live load condition.
- c. Under dead and full live load, there shall be a minimum freeboard of 6 inches throughout the warranty period.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):

- d. When a 400 pound load is applied in the center of a finger dock or cantilever dock, 2 foot from the outer end, there shall be no more than 4 inches loss of freeboard at the end of the dock at time of acceptance and 5 inches at the end of the warranty period.
- e. When a 200 pound load is applied to one outer corner of a finger dock or cantilever dock, there shall be no more than 2 inches of difference in freeboard across the end of a 3 foot wide finger, and proportionally more on wider fingers, at time of acceptance and 3 inches difference at the end of the warranty period.

Horizontal Live Load Design**a. Wind Loads**

Wind loads shall be 15 pounds per square foot (77 miles per hour) approaching from any and all directions. Loads shall be calculated perpendicular to diagonally opposite corners of the dock.

Wind loads shall be applied to the dock continuously without any deductions for open areas between boats.

Wind loads shall be applied to a vertical plane from the water surface up to the average high profile of all boats expected to use that dock. Boat profile heights shall be used in calculating the design loads on the anchorage system according to the following table:

<u>FINGER LENGTH</u>	<u>BOAT LENGTH*</u>	<u>PROFILE HEIGHT**</u>
16'	16'	7'
20'	20'	7'
24'	24'	7'
28'	28'	7.5'
32'	32'	8'
36'	36'	8.5'
40'	40'	9'

* Includes swim platform and bow pulpit lengths.

** For Lake Erie and Ohio River for 32', 36' and 40' use 40% of length for profile height.

Wind loads shall be applied 100 percent to the exposed boats and an additional 15 percent to each shielded boat behind the exposed boat.

b. Wave Loads

Docks shall be designed to withstand 1-foot continuous waves and occasional waves up to 2- foot for a duration of four hours.

c. Current Loads

Docks shall be designed to withstand up to a 1 foot per second current flow perpendicular to the finger dock. The load shall be applied to the maximum size boat, which could normally use that slip with appropriate underwater draft.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**d. Combined Loads**

Anchorage design shall be adequate to withstand wind, wave and currents and shall be applied cumulative.

e. Ice Loads

The structures, floats and anchorage system shall be designed to withstand the forces of NON moving ice without damage. "Winterization Procedures" for moving ice shall be provided in the winterization manual furnished by the dock manufacturer.

f. Impact Loads

All docks and connections shall be designed to resist the impact of a boat, the length of the finger, striking the edge of the finger dock, at the outer end, at a maximum angle of 10 degrees to the dock centerline at a velocity of 3 feet per second. Boat weights for various boat lengths shall be assumed as follows:

20 foot 4,000 pounds	40 foot 34,000 pounds
24 foot 8,000 pounds	44 foot 44,000 pounds
28 foot 13,000 pounds	48 foot 50,000 pounds
32 foot 18,000 pounds	52 foot 70,000 pounds
36 foot 26,000 pounds	56 foot 80,000 pounds

C. BRIDGE DESIGN LOADINGS

1. Bridges shall be designed to support a full live load of 50 pounds per square foot.
2. Bridge handrails shall be designed for a 250 pound load applied in any direction and at any point along the handrail. Railing shall also be designed for 30 pounds per linear foot applied to the top rail.
3. Bridge substructure shall have sufficient strength to resist all live and dead loads listed without excessive deformation. Substructure shall be designed to support full live and dead loads for the length of the bridge span with a maximum deflection of $L/180$ (ultimate strength method).

D. FLEXIBLE CONNECTIONS

1. Each dock unit shall be connected to each adjacent dock unit with flexible connections capable of transmitting all loads and forces upon each dock unit and each series of dock units, including the combined transverse and longitudinal effects of wind action, wave action, and bumping and ramming by average pleasure craft. Connections shall be designed for ready disconnection for periodic maintenance without the removal of plates or structural members. Disconnection shall not require the removal of any bolts underwater. Connection bolts and hardware shall be steel, cadmium plated or galvanized, with "nylock" style vibration resistant nuts. Bolt shall not have any threads in the connector ears.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**E. DOCK ANCHORAGE**

1. The floating docks shall be designed to be held in position using spuds. Alternate anchorage configuration(s) shall be reviewed and approved prior to fabrication.
2. Any dock anchorage components not designed by ODNR (shore connectors, pile guides, etc.) shall be detailed on the shop drawings, along with any calculations necessary to show these components has adequate strength to withstand the loading conditions listed in Part 1.09 B of these specifications.
3. Spuds shall be in pairs opposite each other. Guides shall go from the deck to bottom of floats and be braced across docks at bottom of guides and cross-braced from side to side.

1.10 ACCEPTANCE

- A. Acceptance of the floating dock system shall be a date agreed upon by the dock manufacturer and ODNR. This date shall be after completion of all punch list items and a final inspection covering the floating dock system.

1.11 EXTENDED WRITTEN WARRANTY

- A. The dock manufacturer shall furnish ODNR with a manufacturer's extended written warranty covering repair of any defects or damages, which may develop within 5 years from date of completion and acceptance of work performed under this contract, provided said defects or damages, in the judgment of ODNR, are caused by inadequate design of the floating dock systems for the conditions as specified or can be responsibly expected and providing ODNR operates the facility in accordance with acceptable procedures. If the defects and/or damages are not repairable, the defective or damaged portion shall be replaced to its original condition. This warranty covers all labor, material and shipping and handling costs used in the construction of the docks, but excludes deterioration due to the normal aging and weathering process of the wood and metal parts.

1.13 MEASUREMENT AND PAYMENT

- A. Work performed under this section shall be measured in the unit quantities as shown on the bid schedule. Measurement shall be in accordance with Section 1.09, Part A, Item 1.
- B. Payment for work performed under this section shall be made at the appropriate contract unit prices as shown on the bid schedule.

PART 2 MATERIALS**2.01 STRUCTURAL STEEL**

- A. All steel members of the structural frame shall be ASTM A-36 or stronger, with minimum material thickness of 3/16" for hot-rolled or cold-formed shapes.
- B. All steel members shall be hot dip galvanized after fabrication in accordance with ASTM A-123. All bolt holes, slots, etc. shall be drilled prior to galvanizing. Welding after galvanizing shall not be permitted.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**2.02 STRUCTURAL ALUMINUM**

- A. All aluminum members of the structural frame, which directly connect the dock to the shore, shall be ASTM 6061 T-6 or equal, with minimum material thickness of 5/16 inch.

2.03 WOOD DECKING AND RUB RAILS

- A. Wood members shall be IPE Brazilian hardwood or approved equal.
- B. All wood decking shall be 2x8 or 2x6 wood planks with a consistent minimum thickness of 1.5", laid with the long axis of docks with a maximum span of 2 feet. Decking and rub rails shall not have any loose knots, wane or sap build-up showing.
- C. All lumber shall be air dried after treatment to a moisture content, which will result in a minimal amount of shrinkage after fabrication.

2.04 RIGID CONNECTIONS

- A. Fastening of metal structural members to each other shall be a combination of bolts and welds. Bolted connections shall conform to standard AISC specifications with I lock washers or lock nuts. Welds shall be executed in accordance with the provisions of the American Welding Society specifications. All fasteners shall be stainless steel, hot dipped galvanized or cadmium plated with adequate coating thickness so that the fasteners will not show rust during the warranty period.

2.05 FLOTATION

- A. Flotation material shall be expanded-in-place polystyrene, with a minimum density of 0.9 pounds per cubic foot and water absorption of less than 3.0 pounds per cubic foot at seven days when tested by the "Hunt Absorption Test".
- B. Flotation encasement shall be high, medium or linear low density polyethylene, black in color, with no regrind material, totally watertight, and with the following properties:
1. - minimum thickness: 0.150 inches (unless listed otherwise on the drawings)
 2. - minimum density: 0.939 grams per cubic centimeter
 3. - minimum ultimate tensile strength: 2600 pounds per square inch (ASTM D-638)
 4. - minimum flexural modulus: 97,000 pounds per square inch (ASTM D-790)

2.06 DOCK ACCESSORIES

- A. Dock cleats shall be cast malleable or gray iron and galvanized as manufactured by Peerless or approved equal. Bolts shall be A-325 minimum strength. Cleat sizes shall be in accordance with the following table:

Slip Length:

up thru 28 feet
 29 feet thru 36 feet
 37 feet thru 56 feet
 57 feet thru 72 feet

Cleat Size and Type:

10 inch standard duty
 8 inch heavy duty
 10 inch heavy duty
 12 inch heavy duty

SPECIFICATIONS & REQUIREMENTS (CONTINUED):

- B. Bumpers/rub strips shall be black vinyl or resilient rubber continuous along both sides and the free end of the finger dock and wherever else a boat will come in contact with the dock. Minimum height of compression section shall be 2 ½ inches with 1-inch depth minimum and 1/8 inch minimum thickness.

2.07 DOCK ANCHORAGE

- A. Anchorage system(s) designed by the dock manufacturer shall utilize materials similar to those in dock construction and shall be approved by ODNR prior to fabrication.

2.08 BRIDGES

- A. Structural members of bridges and all posts, railings, toe plates, etc. shall be of the same type metal and finish.

PART 3 EXECUTION**3.01 GENERAL**

- A. All floating docks and bridges shall be fabricated, from approved shop drawings, in the dock manufacturer's plant and be complete, with flotation, so that they can be lifted off the truck directly into the water at the project site.
- B. Field fabrication of individual components will not be allowed, with the exception of connecting assembled units together or placement of the anchorage system(s).

3.02 DOCK SUBSTRUCTURE

- A. Individual dock units shall be made up of steel or aluminum welded together to make a structural frame. The structure shall carry all design loads (as per Part 1.09 B of this specification). Decking and flotation shall not contribute to structural strength.
- B. Modifications to structural frame for anchorage system, attachments, etc. shall be factory fabricated prior to dock assembly and galvanized.
- C. All dock and bridge units shall have 4 lifting rings attached directly to the structural frame at approximately quarter points for lifting units into and out of the water.
- D. A suitable lifting frame shall be supplied and shipped first or with the first shipment of docks delivered to the site and shall remain the property of ODNR. Lifting frames shall be designed to provide vertical lifts for all dock sections and shall include a complete set of chains with snap hooks.
- E. All structural steel frames shall be hot-dip galvanized as per Section 2.01 B after being completely assembled and all welds, drilled holes, etc. are performed.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**3.03 FLOTATION**

- A. Individual flotation units shall be attached directly to the structural frame, using a minimum 3/8" bolt, washer and nut fastener which have a life expectancy as long as the flotation unit itself. Fasteners are all not permitted to penetrate float encasements under any circumstances. All mounting slots of float must be bolted to the frame if dock is exposed to wave action, otherwise at least four mounting slots must be used to mount float.
- B. Both sides and ends of float must be supported by the dock frame. Minimum frame support of float drum must be every 48" by 48" or 16 square feet.
- C. Flotation units shall be attached in such a manner as to allow easy removal or replacement of damaged units.
- D. Flotation shall be designed and protected so that no damage occurs during shipping, handling, or under normal use. Docks, which arrive on the job site with damaged flotation units, shall have floats replaced at no cost to ODNR.

3.04 DECKING ON DOCKS

- A. Deck boards shall be laid along the long axis of docks with "best side" up and if no best side then bark side up. Factory spacing between boards shall be set at 1/8 inch. When butting deck boards offset each joint and attach to next double metal structural support.
- B. Docks 20 feet or less in length shall have single length deck boards. Docks over 20 feet long require multiple boards with offset joints. Minimum board length is 12 feet, if possible, and never less than 8 feet.
- C. Deck boards shall be attached to structural supports with self-tapping flat head screws at a maximum of 2-foot centers, 2 screws at intermediate supports and 3 screws at deck board ends and joints. Deck screws shall be zinc or cadmium plated and be driven flush with the upper surface of the decking so as to not splinter or split the board or enable water to pond in screw head. Stainless steel flat head screws shall be used with aluminum frames.
- D. Structural metal supports for deck boards shall be a minimum of 2 inches wide with double supports at all deck board splices including each offset joint location.
- E. Butted boards shall be of the same size and thickness aligning with each other and have square cut ends.
- F. At the ends of individual docks units the deck boards shall be chamfered or rounded to about 45 degrees back between 1/8 inch and 1/4 inch.
- G. Wood rub rails shall be 2x8 boards, with single planks in runs up to 20 foot. Lengths over 20 foot shall be made up of multiple long lengths with minimum 8-foot lengths, where possible. Joints shall fall a minimum of 2 feet away from structural frame joints.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):**3.05 BRIDGES**

- A. Floating dock bridges, unless specified as aluminum, shall be of similar construction and materials as floating docks, with the exception that flotation in bridges may be encased pre-formed billets instead of the specified flotation units.
- B. Bridge decking shall meet the requirements of dock decking as per Section 2.03 except that boards shall be at right angles to the length of the bridge and shall be supported in the middle of the span.
- C. Bridges shall have railings on both sides with a top rail at 42 inches and a mid rail at approximately 21 inches.
- D. Ends of top handrails shall run the full length of the bridge horizontally and then curve downward to the base of the bridge extending past the ends of the bridge a minimum of 1 foot. Ends shall be curved or mitered.
- E. All bridge deck floors shall be covered with a non-skid rubber mat the entire width and length of the bridge as manufactured by Koneta Industrial Products, Part #802003, Type Nyracord Counter Tred, or approved equal. The mat shall be fastened on approximately 1-foot centers with flat head or oval head screws. Provide beveled ends with a slope no greater than 2:1 on rubber matting per ADA guidelines.

3.06 CONNECTIONS

- A. Connections between docks, bridges, and shoreline abutments or dock abutments (where required) shall be made flexible as indicated on the approved shop drawings. Connections shall be made by double shear connectors at the outer edges of dock or bridge units with a maximum opening of 1 ½ inches.
- B. Structural parts of connectors shall be of the same base metal as the dock's structural frame. Bolts, lock nuts and washers shall be stainless, galvanized or cadmium plated steel.
- C. Connections shall not protrude above the level of the deck and shall present a relatively smooth top surface with no sharp edges, or upward projections. Connections may have sufficient "play" to permit them to work freely, but such "play" shall be controlled to prevent no more than 1/2 inch transverse movement. The maximum difference between the bolt diameter and hole diameter shall be 1/16 inch.
- D. When required, bridge to shore connectors shall be fabricated and then hot-dipped galvanized prior to shipping. The dock manufacturer shall supply shore connectors (especially connectors cast into concrete abutments) in a timely fashion so as not to delay other items of work.
- E. Special connections (i.e., wheeled ramps, cover plates, etc.) shall be approved by ODNR prior to manufacture of the dock(s).

3.07 DOCK ACCESSORIES

- A. Dock cleats shall be bolted thru the deck boards and into the dock structural framework. Bolts shall be galvanized or cadmium plated. Cleats shall be provided where shown on the drawing.

SPECIFICATIONS & REQUIREMENTS (CONTINUED):

- B. Bumpers/rub strips shall be attached to dock fascia boards with 1" galvanized roofing nails at 4 inch maximum centers in a neat and repeated pattern on both top and bottom flanges. Dock fascia boards are to be attached to the frame with flat head truss bolts at maximum 5 foot centers. Hinge plates are to rotate freely through the full range of rotation required.
- C. Exposed corners of floating docks shall have vertical pieces of bumper material attached the full depth of the rub rail.
- D. The dock manufacturer shall provide spare parts (amount based on 1% of total dock construction) consisting of deck screws, boat cleats, bumpers/rub strip, nuts, bolts, washers, connecting pins, or safety snap pins to ODNR prior to final acceptance of project.

3.08 DOCK ANCHORAGE SYSTEM

- A. The dock manufacturer shall provide all necessary attachment points, braces, spud slots, etc. as required by the dock anchorage system, whether existing, designed by ODNR, or designed by the dock manufacturer.
- B. If docks are to be attached to existing piles, abutments, etc., the contractor/dock manufacturer has the responsibility to coordinate the location of all attachments.

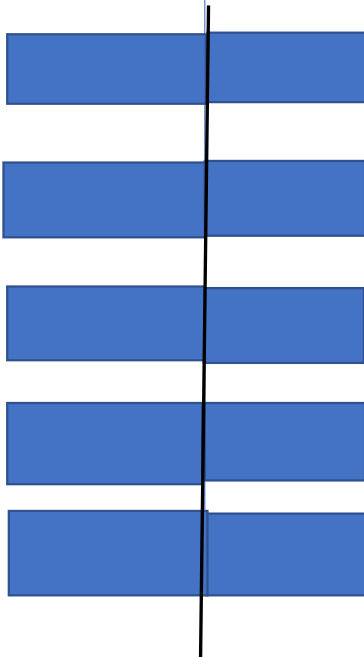
3.09 Winterization System

- A. Equipment, tie-off cables, connectors, and tools needed for approved winterization plans are to be provided by the contractor/dock manufacturer.

ATTACHMENT A
FOR REFERENCE ONLY
CONFIGURATION AND SIZE OF CURRENT COURTESY DOCKS

Salt Fork Campground Courtesy Docks

Pier: 115'x6'
Gangway: 14'x3'
Fingers: 5@20'x3'4"
5@16'x3'4"



ATTACHMENT B:
FOR REFERENCE ONLY – NOT A SPECIFICATION
PICTURE OF CURRENT DOCKS AT PARK AREA



PRICE SCHEDULE

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	Floating Dock Assembly and Gangway System, New, Marine-Grade, Complete as specified herein, for campground at Salt Fork State Park, Ohio.		
2	1	Shipping		

All costs and/or process must be in U.S. Dollars.
The state of Ohio (the State) will not be responsible for any costs not identified.
There will be no additional reimbursement for travel or other related expenses.

DELIVERABLES & COMPENSATION

	Deliverables (Due Date and Compensation only noted if Applicable or Required)	Due Date	Compensation
	During the Contract Period, Salt Fork State Park and Contractor agree to the following:		
1.	Work to commence only after ODNR approves shop drawing, which may include structural calculations	Must be completed by 4/15/2021	
2.	Goods &/or services are to be received by June 30, 2021.	Must be completed by 6/30/2021	
	TOTAL CONTRACT AMOUNT		

SPECIAL CONTRACT TERMS AND CONDITIONS

General Requirements

Amendments to Contract Terms and Conditions

Amendments to Contract Standard Terms and Conditions. If the contract involves Supplies and/or Services, the following Amendments to the Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Standard Contract Terms and Conditions, the Amendment will prevail.

Delivery & Acceptance

Delivery and Acceptance. If the contract involves Supplies, Supplies will be delivered to the participating agency within 30 days after receipt of order and, in accordance with paragraphs S-7, S-8, and S-9 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Failure to deliver within the fifteen (15) days (or by a due date specified by the state agency, provided the due date is later than the specified contract date) is a breach of this contract. The State of Ohio may pursue actual, direct, or appropriate liquidated damages because of such breach, as well as any other remedies specified in section IC (Termination/Suspension) and section II (Contract Remedies) of the "STANDARD CONTRACT TERMS AND CONDITIONS".

The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

Delivery & Acceptance

Delivery and Acceptance. If the contract involves Services, Services will be performed as set forth in the Contract and in accordance with paragraphs S-7, S-8, and S-9 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

General Requirements, Project Specific

General Requirements, Project Specific . Work to commence only after ODNR approved shop drawing, which may include structural calculation.

Evaluation. The contract will be awarded to the lowest responsive and responsible bidder as determined by the State.

Contract Award. The contract will be awarded to the lowest responsive and responsible bidder by line item.

(Low Lot Total)

Contract Award. The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

Firm Fixed-Price Contract

Firm-Fixed-Price Contract.: If this contract involves Supplies and/or Services, the contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

Bid Automobile Liability Checklist: **If the contract involves Supplies and/or Services, the following pertains to paragraph S-13 of the Supplemental Terms and Conditions. If Box 1 is checked verify automobile liability insurance for the amount indicated is provided by the contractor prior to award.**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- ☐ Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00. (This number may be increased as necessary.)
- ☐ Goods/Services will be delivered via common carrier.
- ☐ No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

CONTRACTOR DISCLOSURE CERTIFICATION

Disclosure of Subcontractors / Joint Ventures (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q..). If the contract involves Supplies and/or Services, the Agency may elect to remove the last sentence if not using the Standard Terms and Conditions which includes termination paragraphs.

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

The Bidder agrees that no changes will be made to this list of subcontractors without prior written approval of the State. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors without prior written approval of the State, will be deemed as a default. If a default should occur, the State will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract.

Sweatshop Free: If the contract involves Supplies, Bidder/Offeror certifies that all facilities used for the production of the supplies or performance of services offered in the contract is 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 Contractor in furnishing the supplies or services described in the Contract. If the State receives a complaint alleging non-compliance with sweatshop free requirements, the State may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. If allegations are proven to be accurate, the Contractor will be advised by the State of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

STATE OF OHIO
INSTRUCTIONS, TERMS AND CONDITIONS

I-1. Bids are a Public Record. Once bids have been opened they may be considered public record as defined in Ohio Revised Code ("O.R.C.") Section 149.43 and are subject to inspection and copying. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Such requests must be accompanied by the statutory exemption from Ohio's Public Records Act, Chapter 149 of the O.R.C. Any confidential material shall accompany the bid in a sealed container marked "confidential", and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the State.

I-2. Bids are Firm for 90 Days. Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

I-3. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the Bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

I-4. Suspension and Debarments. The State will not award a contract for supplies or services, funded in whole or in part with Federal funds, to a person 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 <https://www.sam.gov/portal/public/SAM/>

I-5. Registration with the Secretary of State. The Bidder certifies that the Bidder is:

(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or

(B) a foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to O.R.C. Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. Sections 1703.01 to 1703.31, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by O.R.C. Sections 1703.01 to 1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-6. Certification Regarding Contract Eligibility With Other Governmental Entities. The Bidder certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

I-7. Non-Collusion Certification. The Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-8. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/default.aspx>

I-9. Use of Social Security Numbers as Federal Tax Identification Numbers. The State requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

I-10. Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

INSERT ANY ADDITIONAL INSTRUCTIONS FOR BIDDING HERE

STATE OF OHIO
STANDARD CONTRACT TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and the State will have no further obligation to make any payments and will be released from its obligations on the date funding expires.
- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:
1. All statutory provisions under the O.R.C., including Section 126.07, have been met.
 2. All necessary funds are made available by the appropriate state agencies.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
 4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.
- C. CONTROLLING BOARD:** The Contractor understands that the terms of this Contract, when combined with any other payments made to or open encumbrances with the Contractor during the same fiscal year, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.
- D. TERMINATION / SUSPENSION.**
1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If the State does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor 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 Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
 - g. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor 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 Contractor for any compensation to which they may be entitled.

- h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor 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.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any supplies or products that the Contractor has delivered or services rendered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for the services, products or supplies, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any services completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipts of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- 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 services, products or supplies that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

- A. **INVOICE REQUIREMENTS.** The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
 - 1. The purchase order number authorizing the delivery of products or services.
 - 2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

- B. PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

- A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.
- B. GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:
1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
 2. No services, products or supplies will infringe on the intellectual property rights of any third party.
 3. All warranties are in accordance with Contractor's standard business practices attached.
 4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in products or supplies in which title does not pass to the State.

If any services of the Contractor or any products or supplies fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

- C. INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

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

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

- D. LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:
1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
 2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

- A. AMENDMENTS.** No amendment or modification of this Contract will be effective unless it is in writing and issued by the State.
- B. ANTITRUST ASSIGNMENT TO THE STATE.** Contractor assigns to the State of Ohio, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- C. ASSIGNMENT / DELEGATION.** The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- D. AUDITS.** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

- E. CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

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

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

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

- G. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- H. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

- I. **FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- J. **GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- K. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- L. **NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- M. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- N. **PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the State.
- O. **STRICT PERFORMANCE.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- P. **SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State reserves the right to reject any subcontractor submitted by the Contractor. All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Contractor will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Contractor will be the sole point of contact with regard to all contractual matters.
- Q. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
- R. **TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.

STATE OF OHIO
SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Components. This Contract consists of the complete Request to Bid/Quote, including the Instructions, Terms and Conditions, the Standard Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written addenda and contract amendments to the Request to Bid/Quote; the completed competitive bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

S-2. Contract Orders. The ordering agency will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-3. Compensation. In consideration for Contractor's performance the ordering agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available at <http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx>

S-4. Ohio Payment Card. The ordering agency purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the DAS-Procurement Services website. The ordering agency is required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-5. Term of Contract. This Contract is effective upon the projected beginning date on the Request to Bid/Quote cover page or upon date of the signature of the State, whichever is later in time. This Contract will remain in effect until either (1) the projected ending date on the Request to Bid/Quote cover page; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium, whichever event occurs first.

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

S-6. Contract Renewal. This Contract may be renewed after the ending date of the Contract solely at the discretion of the State for a period of one month. Any further renewals will be by mutual agreement between the contractor and the State for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the State determines that additional renewal is necessary.

S-7. F.O.B., The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the ordering agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-8. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to the agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-9. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to

utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-10. Price Adjustments. If the Contract provides for a price increase, Contractor may request a price increase in accordance with the Contract. If the State or the Contractor becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

S-11. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-12. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The State reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the State within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Bidder being deemed not responsive. Said certificates are subject to the approval of the State and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the State. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best, unless otherwise approved by the State.

S-13. Contract Compliance. The agency is responsible to administer and monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entity in a timely manner.

Any time the agency observes any performance or compliance issues, they shall do the following:

1. Timely document the compliance or performance issue.
2. Convey the issue to the Contractor and demand immediate correction.
3. Document the Contractor corrective actions or lack thereof.

If the Contractor fails to correct satisfactorily the performance or compliance issue, the State may employ all available options and remedies, including termination of the Contract if necessary to resolve the Contractor's continued nonperformance or noncompliance. Failure of the Contractor to respond to a notice of nonperformance or noncompliance may result in default of the Contractor, and may be cause for termination.

S-14. Quality Assurance. At the option of the State samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-15. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Bidder acknowledges to have read, understood, and agrees to this Policy.

- (A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the agency. At the option of the agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the agency will dispose of accordingly.
- (B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other

customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

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

S-16. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-17. Ohio Ethics. Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

S-18. Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by the State, pursuant to O.R.C. Section 125.25 or by any other governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay to the State any funds paid under this Contract.

S-19. Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms/definitions/PEDACKN.shtml>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

Contractor certifies, by signature below that the information provided is accurate and complete. Additionally, contractor declares to have read and understood and agrees to be bound by all of the instructions, contract terms, conditions and specifications of this request and agrees to fulfill the requirements of any awarded contract at the prices bid.

This contract hereby incorporates the request to bid/quote the contractor's bid submission, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, special contract terms and conditions, and Supplemental Contract Terms and Conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by the State become a part of this Contract.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract.

Company Name

[Signature, Blue Ink Only] Must be an individual authorized to legally bind the Company indicated above.

[Print Name & Title]

Date

Date

ATTACHMENT ONE

Attachment one is an example of a DNR contract. The Ohio Department of Natural Resources reserves the right to change the contract Terms and Conditions, prior to a contract award.

Apparent awardee will be required to sign a contract with the Ohio Department of Natural Resources.

**EXAMPLE ONLY
ADDENDUM TO THE
BID/QUOTE OF
NAME OF CONTRACTOR
FOR STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the State of Ohio, Department of Natural Resources ("ODNR"), agrees to the terms and conditions set forth in the bid/quote of **NAME OF CONTRACTOR** of **ADDRESS** ("Contractor"). Additionally, Contractor and ODNR agree that the following terms and conditions shall be incorporated into and form a part of the bid/quote to which they are attached. This Addendum and the bid/quote in combination shall be referred to as the "Agreement."

1. Payment:

A. The total amount to be paid by ODNR to the Contractor under this Agreement shall in no event exceed the sum of \$ _____.

B. Payments under this Agreement shall be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or (2) the date equipment, materials, goods, supplies, or services are accepted in accordance with the terms of this Agreement. The date of the warrant issued in payment shall be considered the date payment is made.

C. Invoices shall be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information and/or attached documentation:

- (1) Name and address of Contractor;
 - (2) Federal Tax Identification Number of Contractor;
 - (3) Invoice remittance address of Contractor;
 - (4) The purchase order number authorizing the delivery of equipment, materials, supplies or services;
 - (5) A description, including time period; serial number, when applicable; unit price; quantity; and total price of equipment, materials, supplies, or services actually delivered or rendered as specified in the purchase order.
- If the invoice is for lease purchase, the payment number (e.g. 1 of 36) shall also be indicated.

D. Ohio Revised Code ("R.C.") § 126.30 may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by R.C. § 5703.47.

2. Non-Appropriation and OBM Certification: Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

3. Term: Notwithstanding any renewals, automatic or otherwise, provided in the attached bid/quote, this Agreement shall terminate as of, and shall not extend beyond, the budget biennium ending June 30, 2021. Any renewals of this Agreement beyond the current biennium shall be by separate addendum.

4. Taxes: ODNR is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODNR does not agree to pay any taxes on commodities, goods, or services acquired from any Contractor.

5. Insurance: The State of Ohio is self-insured.

6. Equal Employment Opportunity: Contractor agrees that it is in compliance with the requirements of R.C. § 125.111.

7. Qualified to Do Business in Ohio: Contractor represents and warrants that it has all of the approvals, licenses, and other qualifications needed to perform under this Agreement and to transact business in Ohio. If, at any time during the term of this Agreement, Contractor for any reason becomes disqualified from either performance of this Agreement or transacting business in Ohio, Contractor will immediately notify ODNR in writing and will cease performance under this Agreement.

8. Workers' Compensation: Contractor shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury

received by the Contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

9. Governing Law: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

10. Drug-free Workplace: Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

11. Ohio Ethics Law: Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law as provided by R.C. § 102.03 and 102.04.

12. Ohio Election Law: Contractor affirms that it is compliant with R.C. § 3517.13.

13. Liability; Indemnification: Contractor shall be solely responsible for any and all claims, demands, or causes of action arising from Contractor's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Contractor. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

14. State Audit Findings: Contractor affirmatively represents to ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken the appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Contractor agrees that, if this representation is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.

15. Independent Contractor: Unless Contractor is a "business entity" as that term is defined in R.C. § 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under this Agreement complete and submit the attached Independent Contractor Acknowledgment to ODNR. Contractor's failure to complete and submit said attachment at the time Contractor executes this Addendum shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. § 145.037.

16. Expenditure of Public Funds for Offshore Services: Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODNR reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. ODNR does not waive any other rights and remedies provided to ODNR in this Contract.

17. Open Trade: Pursuant to R.C. § 9.76 (B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

18. Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between Contractor and ODNR and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODNR and Contractor.

19. Addendum Controlling: In the event there is a conflict between the terms and conditions of the bid/quote and this Addendum, this Addendum is controlling.

CONTRACTOR:
NAME OF CONTRACTOR

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES:

Title: _____

Date: _____

Title: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
 STANDARD AFFIRMATION AND DISCLOSURE FORM
 EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR 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 CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

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)	(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)



INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name