

INVITATION TO BID

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

| | | | |
|--|--|--|-----------------------------|
| The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award. | | BIDDER NAME | |
| BID NUMBER RS900215 | OPENING DATE (1:00 p.m.) June 11, 2014 | STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet | |
| General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk | | CITY STATE ZIP | |
| | | COUNTY | MBE/EDGE CERTIFICATE NUMBER |
| | | TELEPHONE NO. () | TOLL FREE NO. 1 - () |
| | | CONTACT PERSON | FAX NO. () |
| REQ./INDEX NO. MAC025 | BID NOTICE DATE 5/28/2014 | CONTRACTOR'S E-MAIL ADDRESS | |
| SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax | | | |
| In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____Days, Net 30 Days | | | |
| PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY. | | | |
| THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: WATER AND WASTEWATER PLANT OPERATORS TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/14</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>05/30/16</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency. INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void. By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State. Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure . All questions should be submitted a minimum of five (5) working days prior to the bid opening date. | | | |
| PRINTED/TYPED SIGNATURE | AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink) | | DATE |

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

SPECIAL CONTRACT TERMS AND CONDITIONS

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

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

CONTRACT AWARD: The contract will be awarded to all responsive and responsible bidders by district, and bidders are eligible to be awarded multiple districts and both water and/or wastewater. There are eight (8) bid districts.(See Bid/Service Districts Map) The bidder must be available to perform services as specified herein for the agency or registered cooperative within their awarded district(s).

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 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 regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:
Department of Administrative Services
Office of Finance
30 E. Broad Street, 40th Floor
Columbus, OH 43215

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

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

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

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Procurement Services.

GENERAL SPECIFICATIONS

I. SCOPE OF WORK

The state of Ohio is seeking contract water/wastewater treatment plant operators who would be available for temporary, short or long term assignments, when needed by state agencies and registered cooperatives. These state agencies and registered cooperatives must maintain a range of systems utilizing certified water and wastewater operators who are essential for the protection of the public health and welfare. The operator manages water and wastewater plant equipment, performs process control, ensures compliance with environmental regulations and oversees/performs general maintenance. The operators must be certified as required in the Ohio Administrative Code Chapter (OAC) 3745-7 to ensure that the public water and wastewater systems are operated by trained and qualified individuals. The operator will be an independent contractor (individual or company) and not an employee of the state or other registered cooperatives.

II. CONTRACTOR QUALIFICATIONS

- A. The successful Bidder(s) must be operators certified by the Ohio Environmental Protection Agency (Ohio EPA) for Water and/or Wastewater (Class A, Class I, Class II, Class III or Class IV).
- B. The Bidders shall have in place internal procedures, and resources required under the terms of the contract to insure successful performance.
- C. Bidders submitting for more than one district must demonstrate they can meet the requirements of the ITB and respond to the users location within the emergency time allotted of one (1) hour.

III. JOB SPECIFICATIONS – PLANTS & SYSTEMS OPERATIONS

- A. WATER. All permitted water plant facilities are to be staffed by an operator of record with a certificate at a level equivalent to the classification of the plant or higher. The operator of record shall at a minimum be physically present at the water plant for the number of days and hours required by the plant classification. All water plants are to be visited and inspected, by an individual with technical background in water treatment operations, seven (7) days a week. The water distribution systems are to be visited and inspected as necessary, but at least one (1) day per week.

The successful Bidder(s) duties shall include, but not be limited to the following:

1. Operate water treatment plant facilities providing chemical addition, disinfection, ion-exchange softening, aeration for iron, manganese and hydrogen sulfide removal, filtration/backwash, corrosion control, sequestering, stabilization. Routine chemicals will be supplied by the agency.
2. Conduct routine sampling and monitoring daily or as required by Ohio EPA and perform analysis for total coliform, nitrates/nitrites, lead, copper, synthetic organic compounds, volatile organic compounds, radiologicals, disinfection byproducts, chlorine residuals, iron, manganese, hardness, odor, cryptosporidium, arsenic, alkalinity, turbidity, pH, organics and inorganics. Conduct jar testing to determine solutions to treatment control issues and laboratory process control analysis.
3. Manage process controls by observing plant operations; adjust water treatment rate; monitor source water; backwashing filters; regenerating softeners; calculating chemical dosages; adjusting chemical feed rates, monitoring system pressure and water storage levels; and interpreting collective test data.
4. Perform plant maintenance including lubricating blowers, motors, pumps and gear boxes; exercise back-up generator and valves; evaluate filter and softener efficiency; cleaning chemical feed pumps, storage tanks, venturi meters, reaction tanks, replacing softener and filter media; rebuilding chlorinators; calibrating flow meters, colorimeter, pH meter, pressure gauges, control panels, telemetry equipment and scales; protecting source water from surface contamination; monitoring source water supply and general housekeeping and grounds maintenance. Repairs beyond normal operational repairs must have prior approval from the agency representative.
5. Perform distribution system maintenance and inspection; inspect booster stations and elevated storage tanks; conduct pressure and flow analysis; address taste and odor control problems; lubricate motors and pumps; monitor chlorine residual levels; maintain level controls and meters; exercise valves; identify unaccounted for water; repair pipe; maintain control panels and telemetry components; disinfect water mains and service connections; implement backflow prevention program.

GENERAL SPECIFICATIONS

6. Maintain records including daily, monthly and yearly operational logs; develop operation and maintenance manual, source water protection program, contingency plans, bacteriological citing plan, vulnerability assessment and backflow prevention program; maintain chain of custody records; prepare, submit and file monthly operation reports with Ohio EPA and annual source water report; assist in preparing annual plant license to operate application and disaster response plan; and prepare the agency's well withdraw report.
7. Respond to emergency situations including auto dialers and alarms; notifying regulatory agencies of public health issues; issue public service announcements regarding boil advisories; repair broken pipe; and coordinate emergency equipment repairs. Response time to location must be within one (1) hour.
8. Performs administrative functions including addressing complaints from taste and odor issues; maintaining replacement parts inventory, ensuring plant security and maintaining chemical inventory.
9. Ensure compliance with all regulations related to the water treatment plant and distribution system.

B WASTEWATER: All permitted wastewater plants are to be staffed by the operator of record with a certificate at a level equivalent to the classification of the plant or higher. The operator of record shall at a minimum be physically present at the water plant for the number of days and hours required by the plant classification. All water plants are to be visited and inspected, by an individual with technical background in wastewater treatment operations, five (5) days a week. During peak season usage, the five (5) visitation days shall include Friday, Saturday, Sunday and Monday. The wastewater collection systems are to be visited and inspected as necessary, but at least one (1) day per week.

The successful Bidder(s) duties shall include, but not be limited to the following:

1. Operate wastewater treatment plant facilities consisting of comminutors, bar screens, grit removal, primary tanks, extended aeration activated sludge, aerated lagoons, trickling filters, final clarifiers, nitrification, phosphorous removal, denitrification, rapid and slow sand filters, disinfection (chlorination, dechlorination, ultraviolet light), aerobic digestion, anaerobic digestion, sand drying beds, biosolids disposal, sludge thickening, sludge dewatering, alkaline stabilization, telemetry and flow measurement.
2. Conduct routine sampling and monitoring daily or as required by Ohio EPA and perform laboratory analysis for color, odor and turbidity, chlorine analysis, temperature, pH, dissolved oxygen, carbonaceous biochemical oxygen demand, total suspended solids, ammonia, phosphorous, fecal coliform, heavy metals, volatile organics and toxicity. Laboratory analysis also includes performing standardization of chemical reagents.
3. Manage process controls by observing plant operations; measuring the sludge blanket; performing settle ability and alkalinity tests; adjusting flow equalization, sludge wasting, return rates, nutrient removal, aeration and chemical feed rates; conducting sludge thickening and digestion operations; performing microscopic evaluations; and creating trend graphics.
4. Perform plant maintenance including lubricating blowers, motors, pumps and gear boxes; replacing air filters and belts; exercising back-up generator and valves; maintaining comminutor and screening equipment, slow sand filters, up-flow media filters, rapid sand filters, drum filters and disinfection systems; cleaning chemical feed pumps, clarifier weir and scum chamber; calibrate flow meters, colorimeter, pH meter, dissolved oxygen meter, and scales; repairing failed equipment; and general housekeeping and grounds maintenance. Repairs beyond normal operational repairs must have prior approval from the agency representative.
5. Perform collection system maintenance including inspect lift stations and manholes; address odor control problems; lubricate motors and pumps; maintaining level controls and air release valves; exercising valves; repair pipe; conduct smoke and dye testing; and maintain piping system hydraulics.

GENERAL SPECIFICATIONS

6. Manage records including maintaining daily, monthly and yearly operational logs; develop operation and maintenance manual; maintain chain of custody records; prepare monthly operation reports for Ohio EPA and National Pollutant Discharge Elimination System (NPDES) permit renewal application; developing sludge management manual and annual report.
7. Respond to emergency situations including responding to auto dialers and alarms; notifying regulatory agencies of public health issues; repairing broken pipe; and coordinating emergency equipment repairs. Response time to location must be within one (1) hour.
8. Perform administrative functions including addressing complaints from odors and backups; maintaining replacement parts inventory and ensuring plant security; developing quality assurance and quality control program for the laboratory; performing job safety analysis; creating operation checklists and maintaining chemical inventory.
9. Wastewater operation shall include monitoring and scheduling sludge (biosolids) removal.
10. Ensure compliance with all regulations related to the wastewater treatment plant and distribution system.

IV. **REFERENCES:**

- A. The bidder must provide with their bids a minimum of three (3) references for which they have provided water or wastewater operating services which may include government agencies and private industries within the last three (3) years. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company.
- B. Upon request from Office of Procurement Services, the Bidder will provide additional references, if needed.

- V. **ALLOCATION OF COSTS:** The Bidder must submit a percentage breakdown of the various cost factors of their hourly prices below. These figures will be used in consideration of price increases during the term of any contract issued pursuant to this Invitation to Bid. Failure to provide this information may deem your Bid not responsive and further consideration for award may not be given. The percentages provided below must total one hundred percent (100%).

| Cost of Wages | Cost of Health Care | Cost of Workers' Compensation | Cost of Unemployment | Cost of Other | Total |
|---------------|---------------------|-------------------------------|----------------------|---------------|-------|
| % | % | % | % | % | 100% |

EXAMPLE:

| Cost of Wages | Cost of Health Care | Cost of Workers' Compensation | Cost of Unemployment | Cost of Other | Total |
|---------------|---------------------|-------------------------------|----------------------|-----------------------------|-------|
| 25% | 25% | 15% | 25% | Educational Training 10% | 100% |

GENERAL SPECIFICATIONS

VII. BIDDING DISTRICT ALLOCATION (SEE MAP AND COUNTIES WITHIN DISTRICT LEGEND)



COUNTIES WITHIN DISTRICTS

- District 1 – Allen, Defiance, Fulton, Hancock, Hardin, Henry, Lucas, Paulding, Putnam, Van Wert, Williams, Woods
- District 2- Ashland, Crawford, Erie, Holmes, Huron, Lorain, Marion, Ottawa, Richland, Sandusky, Seneca, Wayne, Wyandot
- District 3 – Ashtabula, Cuyahoga, Geauga, Lake, Mahoning, Medina, Portage, Stark, Summit, Trumbull,
- District 4 – Auglaize, Champaign, Clark, Darke, Greene, Logan, Mercer, Miami, Montgomery, Preble, Shelby, Union
- District 5 – Delaware, Fairfield, Franklin, Knox, Licking, Madison, Morrow, Perry, Pickaway
- District 6 - Belmont, Carroll, Columbiana, Coshocton, Guernsey, Harrison, Jefferson, Monroe, Muskingham, Noble, Tuscarawas
- District 7 - Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, Warren
- District 8 - Athens, Gallia, Hocking, Jackson, Lawrence, Meigs, Morgan, Pike, Ross, Scioto, Vinton, Washington

PRICE SCHEDULE

BID DISTRICT NUMBER _____
THIS FORM MUST BE REPRODUCED FOR EACH DISTRICT FOR WHICH A BID IS SUBMITTED.

OPERATOR NAME: _____

BUSINESS LOCATION (ADDRESS): _____

CITY, STATE AND ZIP: _____

Highest Level of Certification Achieved in: Water _____ Wastewater _____

Certification Expiration Date: Water _____ Wastewater _____

| Description | Water | Wastewater |
|---|---------------|---------------|
| | Cost Per Hour | Cost Per Hour |
| Routine Water and Wastewater Plant Operations Class A (Labor Rate Per Hour) | | |
| Routine Water and Wastewater Plant Operations Class I (Labor Rate Per Hour) | | |
| Routine Water and Wastewater Plant Operations Class II (Labor Rate Per Hour) | | |
| Routine Water and Wastewater Plant Operations Class III (Labor Rate Per Hour) | | |
| Routine Water and Wastewater Plant Operations Class IV (Labor Rate Per Hour) | | |
| Consulting (Special Projects) (Labor Rate Per Hour) * | | |
| | Water | Wastewater |
| Materials/Parts Markup – Percentage of Markup (enter percentage of markup) ** | % | % |
| Maintenance Fees (list if any) | \$ per Mo. | \$ per Mo. |
| Miscellaneous / Other items | \$ per Mo. | \$ per Mo. |

Please note the following:

* Consulting Services must have the written preapproval from the agency or registered cooperative member.

** Materials/Parts Mark Up - when contractor submits invoices for Materials, Parts Markup – they must include original invoice from supplier to allow state agency and registered cooperative to validate the contractor's cost.

CONTRACT AWARD: The contract will be awarded to all responsive and responsible bidders by district, and bidders are eligible to be awarded multiple districts and both water and/or wastewater. There are eight (8) bid districts. (See Bid/Service Districts Map) The bidder must be available to perform services as specified herein for the agency or registered cooperative within their awarded district(s).

BID AUTOMOBILE LIABILITY CHECKLIST:

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.
- 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.

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor 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 may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

Contract also affirms, understands and agrees that Contractor and its subcontracts are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The state has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____