

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 OT902511	OPENING DATE (1:00 p.m.) AUGUST 6, 2010	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	
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. LDC007	BID NOTICE DATE JULY 19, 2010	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): OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ROSS CORRECTIONAL INSTITUTION, c/o ROSS CORRECTIONAL INSTITUTION, 16149 STATE ROUTE 104, PO BOX 7010, CHILLICOTHE, OH 45601			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>TREATMENT AND DISPOSAL OF LIQUID BIOSOLIDS AT THE ROSS CORRECTIONAL INSTITUTION</p> <p><u>TERM OF CONTRACT:</u> 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>09/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>04/30/11</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.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</u> Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.procure.ohio.gov/. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	
		DATE	

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

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

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

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

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

B. OHIO PREFERENCE (BUY OHIO):

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

C. E.D.G.E. DESIGNATION

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

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

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT908508 effective 09/01/10, or upon the date when DAS signs the contract, whichever is later in time.

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

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

SITE VISIT: Prior to submitting their Bid Response, the Bidder should visit the agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the Bid. The Bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact the agency contact person, Mr. Charlie Burton @ (740) 773-1671 or (740) 253-7033. Once a Contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the Bid will be insufficient reason to support any request to be released from the Contract.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post bid related questions at www.ohio.gov/procure. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will calculate the lot total cost by multiplying the estimated annual requirement in gallons by its corresponding price per gallon of biosolids removed.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

PLACEMENT OF ORDERS: Purchase orders for any item(s) listed in a Contract awarded pursuant to this Bid will be placed directly with the successful Contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the Contract.

DELIVERY: Unless otherwise required, treatment and disposal services shall be rendered not less than every sixty (60) calendar days, and not more than every ninety (90) calendar days after receipt of order. Services must be rendered during a ten (10) consecutive day period, weather permitting, during daylight hours. Ross Correctional Institution (RCI) anticipates that biosolids will need to be removed every six (6) months.

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.

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) no more than once every six (6) months 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 twelve (12) 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: Katie Heisler.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS:

The Department of Administrative Services (Department) 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.

AFFIRMATIVE ACTION PLAN: All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons. An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization. The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://business.ohio.gov/efiling/> Select "Ohio Business Gateway Electronic Filing Login Now".

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE:

The Ohio Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Rehabilitation and Correction, is seeking bids from qualified Contractors to load, remove, haul, and dispose of biosolids generated by the Ross Correctional Institution (RCI) Wastewater Treatment Plant (WWTP) at the Ross Correctional Wastewater Treatment Plant in Chillicothe, OH (Ross County). All biosolids are to be transported and disposed of off the site of the Ross Correctional Institution property. The estimated annual removal requirement is 1,300,000 gallons of biosolids with an average percentage of solids of 2.3%. This estimate is based on historical usage only, and does not guarantee any volume. The number of gallons can increase or decrease by any amount depending on usage.

II. GENERAL INFORMATION:

A. PROJECT LOCATION

The WWTP is located southeast of the Ross Correctional Institution, adjacent to the Scioto River. The access road and treatment plant are accessible from State Route 104 and are not inside the security fence surrounding the main institution.

B. EXISTING SITE CONDITIONS

1. The existing site plan of the WWTP, including the biosolids Digester tank and the other plant components, will be reviewed as part of the site visit. Filling of biosolids transport vehicle(s) will be on a concrete pad with a drain located next to the biosolids Thickener building. The Contractor shall take all precautions necessary to prevent the spillage of any untreated or treated sludge, chemicals or any lubricants and fuels during operations. The WWTP Manager, or the authorized representative, shall have the authority to order the Contractor to cease operations, if an accidental sludge, chemical, fuel, or lubricant spill occurs, requiring immediate attention to eliminate the problem.
 - a. In the event of a spill of any type, it is the responsibility of the Contractor to report the incident to RCI, the local health department, the State Health Department, and the Ohio Environmental Protection Agency (OEPA).
 - b. The Contractor will assume total responsibility for all costs associated with the cleanup and labor required for any spillage incident.
2. The Contractor shall see to it that the Contractor's hauling operations do not create a dust problem, or during wet conditions do not create an unsightly or dangerous condition of mud on the roads, particularly the asphalt portion of the access road.
 - a. The Contractor will be responsible to clean accumulations of mud from the asphalt roadway upon request from RCI WWTP personnel.
 - b. All cleaning of the roadway and/or cleaning of contractor equipment must be done in compliance with OEPA Groundwater Regulations.

C. EXISTING SLUDGE STORAGE FACILITIES

There are currently two (2) Digester tanks. Biosolids will be removed from the North Digester tank. Digester tank and location can be viewed as part of a site visit. Listed below is the description and size of the Digester tank.

Digester tank:

1. 25 feet high and 73 foot diameter.
2. Biosolids will be removed via a 6 inch line located outside of the Thickener building.

D. SLUDGE VOLUME PRODUCTION (2008)

From existing plant records for sludge disposal for the year 2008, the total average annual output was approximately 1,300,000 gallons with an average percentage of solids of 2.3%.

SPECIFICATIONS AND REQUIREMENTS

III. INSTITUTIONAL RESPONSIBILITIES

- A. RCI will provide a Notice of Necessary Information statement, upon request, to validate non-toxic nature of the liquid biosolid waste.
- B. RCI will provide water service in close proximity to the loading site.
- C. RCI will provide sludge characteristics monitoring as required by NPDES permit for: Ammonia, TKN, Phosphorus, Potassium, NO₂, NO₃, PH, Arsenic, Cadmium, Copper, Lead, Nickel, Zinc, Selenium, Mercury, Molybdenum, % Total Solids, % Volatile Solids, Fecal Coliform and Dioxin. Sludge characteristics monitoring requirements varies with disposal methods.

IV. CONTRACTOR GENERAL RESPONSIBILITIES

- A. It shall be the responsibility of the Contractor to provide any and all labor, equipment, materials, and other resources necessary to perform all work as required, except as otherwise indicated in these specifications. Prior to beginning operations, the Contractor shall comply with all rules and be responsible for obtaining all applicable permits for biosolid land application as described in [Ohio's Sewage Sludge Rules \(OAC § 3745.40\)](#).
- B. Under Contract operations, the Contractor will decide whether to subsurface inject, belt press and land apply, or landfill biosolids. The biosolids will be subsurface injected or land applied on property obtained by the Contractor and authorized by the Ohio EPA. Biosolids application of any kind on Institution property will not be permitted. The Contractor will be required to either temporarily store the biosolids off-site or landfill the biosolids, if weather conditions prevent land application longer than the existing seven (7) month maximum storage time of the plant.
- C. The Contractor shall keep and maintain records which will enable the ODRC, as well as the Contractor, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant, application rates and volumes applied per site. The method of record keeping shall be proposed by the Contractor and subject to ODRC approval. Records shall conform to those required under Federal, State, and local regulations relating to biosolids.
- D. It shall be the responsibility of the Contractor to obtain sludge characteristics required beyond those provided by RCI. The Contractor will maintain records of and provide RCI with copies of those records for any sludge characteristic monitored by Contractor.

V. CONTRACTOR SPECIFIC RESPONSIBILITIES

A. SCHEDULE FOR TREATMENT AND DISPOSAL

- 1. The Contractor shall be prepared to remove, treat, load, and dispose of biosolids from the RCI Wastewater Treatment Plant a minimum of two (2) times a year, with a minimum of six (6) and a maximum of seven (7) months between removal periods.
 - 2. Removal periods shall occur on ten (10) consecutive days, weather permitting.
 - 3. The Contractor must provide RCI WWTP with a record of each load removed in a daily log. The log will contain Date, Time, Gallons loaded, Name and Number of Ohio EPA field, Number of loads, and Gallons of biosolids applied to each field per acre. If biosolids are taken to a landfill, then the Ohio EPA field name, field number and gallons applied per acre are not required.
- B. The Contractor shall be licensed in Ross County and other counties as required to handle, remove, haul, and dispose of biosolids from wastewater treatment plant operation in complete conformance with all local, county, State and Federal regulations concerning the loading, hauling, storage, injecting, surface applying and disposal of the biosolids meeting [40CFR503 Federal Regulations for Class B sludge](#) and [OAC § 3745.40](#).

SPECIFICATIONS AND REQUIREMENTS

C. MEASUREMENT AND PAYMENT

1. During the removal of biosolids the Contractor shall use a flow meter calibrated to U.S. gallons, or the manufacturer's listed tank capacity in U.S. gallons of the transfer vehicle.
2. The Contractor will be paid on the unit price bid per gallon of biosolids removed, treated, hauled, and disposed of offsite, as listed in the proposal. The price bid shall be based on an estimated quantity of biosolids to be disposed of. The % solids concentration will vary; however, solids concentrations from 2.0% to 3.0% are anticipated.

VI. BIDDER QUALIFICATIONS AND SUBMITTALS

- A. Bidder must maintain all permits and/or licenses required to perform the prescribed duties pursuant to this Bid, i.e. licenses for specific job functions for projects involving transportation, storage and disposal of biosolids. The successful Bidder will be responsible for securing and maintaining all needed permits, licenses and approvals, and copies shall be made available to the Ohio Department of Administrative Services and/or RCI upon request.
- B. Bidder must provide a corporate letter attesting to the fact that the Bidder has not less than three (3) continuous years experience in providing services on projects of similar size and scope for the loading, removal, hauling, and disposal of biosolids. The letter must include a list of clients served in Ohio over the last three (3) years along with the names of contact persons and telephone numbers. This letter must also indicate the Bidder's capability and experience with both land application and landfill disposal of biosolids.
- C. Bidder must provide written documentation of the company's spill control procedures in accordance with all Federal, State, and local rules and regulations.
- D. Prior to beginning operations, the successful Bidder must be approved, licensed and bonded in accordance with the rules and regulations of the Ross County Board of Health.

PRICE SCHEDULE

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent award.

DESCRIPTION OF SERVICE	ESTIMATED ANNUAL REQUIREMENT (GALLONS OF BIOSOLIDS)	PRICE PER GALLON OF BIOSOLIDS
Loading, removal and disposal of Biosolids generated by the Ross Correctional Institution Wastewater Treatment Plant. (No other fees will be allowed outside of those stated here)	1,300,000 Gallons/Year	\$ _____ per gal.

COST ELEMENTS	AS A PERCENTAGE, DEFINE EACH COST ELEMENT THAT CONTRIBUTES TO THE COST PER GALLON
Equipment	_____ %
Labor	_____ %
Fuel	_____ %
Permits & Licenses	_____ %
Landfill Cost	_____ %
Land Leases	_____ %

LANDFILL NAME AND ADDRESS, IF APPLICABLE: _____

CURRENT ACTUAL LANDFILL COST PER TON CHARGED TO THE CONTRACTOR: \$ _____

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference Supplemental Contract Terms and Conditions page 10: #S-13.

Automobile Liability: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

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.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid response. Failure to complete this page may deem your Bid not responsive.

CONTRACTOR DISCLOSURE CERTIFICATION

Disclosure of Service Providers: (See Standard Contract Terms And Conditions, Section V, Item G):
Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the Contractor (City/State/Country)

b) Principal location of all Subcontractors (Name/City/State/Country)

c) Location where any State data, applicable to the Contract, will be maintained or made available.
(Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of Subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter Subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate termination of the Contract. Failure to complete this page may deem your Bid not responsive.

BIDDER DISCLOSURE STATEMENTS

The Bidder should provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder may be asked to provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the state of Ohio?		

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

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