Invitation No.: 225-11
Location: All Districts
Commodity: Permanent & Portable Traffic Counters
Pricing: http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/PurchDocs/225pricing.xls

INVITATION TO BID

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
Office of Contracts, Purchasing Services
JOLENE M. MOLITORIS, Director

Opening Date: 1/4/2011
Time: 11:00 A.M.

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

NAME AND ADDRESS INFORMATION MUST APPEAR BELOW

Submitted by:

Company Name: _____

Federal Tax ID No.: _____

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

Telephone Number	800 Number	Fax Number

Purchasing Coordinator: Jim Schurch
E-Mail Address: jim.schurch@dot.state.oh.us
Telephone: (614) 644-7870 or (800) 459-3778

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APPENDICES

REQUIREMENTS/ SPECIFICATIONS

Section 1:   **Intent**

The purpose of this invitation is to establish pricing for Permanent & Portable Traffic Counters.

1.1   **Requirement/Permanent Counter**

The Ohio Department of Transportation (ODOT) intends to purchase permanent   vehicle volume, axle classification, and speed based traffic data collection equipment. Each traffic counter will be permanently housed in an existing ODOT cabinet with an existing modem and a 12-volt battery charged by a solar panel. The counters will be capable of collecting and storing data at locations with four (4), six (6), and/or eight (8) lane configurations. The road sensor configuration will be loop-piezo cable-loop or dual-loops per lane. There are a few sites collecting traffic volume data with one loop per lane. ODOT's existing traffic counter uses a 50-watt solar panel providing regulated voltage to charge an external 12-volt battery, which in turn provides power to the traffic counter.   A few traffic counters use AC power to recharge the external 12-volt battery. An internal 6-volt battery is NOT required.

This specification covers the purchase of all necessary hardware, ancillary devices, and software for data collection and transmission to an ODOT computer.

The traffic counters shall be delivered with all required software and license agreements. The software shall process, edit, store, and convert the data into ODOT's traffic data formats as specified in the attachments. Collected data and summary reports shall be in U.S. Units.

The duration of this contract shall be two (2) years. ODOT intends to purchase in upwards of 200 counters with associated software and ancillary devices over the term of the contract, but makes no guarantee to the number of items purchased. All, part, or none of the items specified may be purchased through the duration of the contract.
Pricing/Permanent Counter

The vendor shall complete Parts A and B of the ODOT Traffic Counter Price List and submit it with this bid.

Part A of the price list shall include the price of one (1) counter per type (number of lanes) and the required software package to download, process, and report the count data. **Part A of the Pricing List will be used as the basis of award in this contract.** The model number and/or name of the counter the vendor is bidding shall be provided. The software package provided shall include a site license that allows it to be installed at any location chosen by ODOT. The bid award will be based on cost, design, construction, and conformance to the specifications and in accordance with the Vendor Selection Procedure Section. To help ODOT make a proper evaluation against the specifications for the equipment being bid, the manufacturer shall provide documentation that includes, but is not limited to, description literature, catalog drawings, blue prints, etc.

Any deviations or exceptions from these Specifications shall be clearly noted in the vendor's proposal.

The vendor shall provide a price for each item in Part B, which consists of additional items and services ODOT considers necessary to collect, process, and report count data related to this specification. If items listed in Part B are not applicable to the counter being bid, mark a "NA" in the Price column.

In addition, the vendor is encouraged to provide a separate price list of required and/or optional items, equipment, and services that relate to the functionality of the counter (e.g. counter spare parts, data downloading devices, modems, cables, data storage devices, etc.) not listed in Part B, that could be purchased over the term of the contract. A catalog cannot be used as a substitute for a price list of items and/or services.

1.2   Requirement/Portable Counter

The Ohio Department of Transportation (ODOT) intends to purchase portable timestamp traffic counters/classifiers, software, and ancillary devices. The counters shall have two (2) road tube inputs and will be used to collect short term traffic count data. The duration of this contract shall be two (2) years. ODOT intends to purchase in upwards of 1000 counters with associated software and ancillary devices over the term of the contract, but makes no guarantee to the number of items purchased. All, part, or none of the items specified may be purchased through the duration of the contract.

This specification covers traffic counter hardware, ancillary devices and software for the collection, editing, and the conversion of data to the specified data formats.

The traffic counters shall be delivered with all required software and license agreements. The software shall transfer and convert the data into ODOT's traffic data formats as specified in the attachments. Collected data and summary reports shall be in U.S. Units.
Pricing/Portable Counter

The vendor shall complete Parts A and B of the ODOT Traffic Counter Price List and submit it with this bid.

Part A of the price list shall include the price of one (1) counter and one (1) required software package to download, process, and report count data. **Part A of the Pricing List will be used as the basis of award in this contract.** The model number and/or name of the counter the vendor is bidding shall be provided. The software package provided shall include a site license that allows it to be installed at any location chosen by ODOT. The bid award will be based on cost, design, construction, and conformance to the specifications and in accordance with the Vendor Selection Procedure Section. To help ODOT make a proper evaluation against the specifications for the equipment being bid, the manufacturer shall provide documentation that includes, but is not limited to, description literature, catalog drawings, blue prints, etc.

Any deviations or exceptions from these Specifications shall be clearly noted in the vendor's proposal.

The vendor shall provide a price for each item in Part B, which consists of additional items and services ODOT considers necessary to collect, process, and report count data related to this specification.   If items listed in Part B are not applicable to the counter being bid, mark a "NA" in the Price column.

In addition, the vendor is encouraged to provide a separate price list of required and/ or optional items, equipment, and services that relate to the functionality of the counter (e.g. counter spare parts, data downloading devices, cables, data storage devices, etc.) not listed in Part B, which could be purchased over the term of the contract. A catalog cannot be used as a substitute for a price list of items and/or services.

Section 2:   Contract Duration

The duration of the contract shall be for twenty-four (24) months from the date of award.

Section 3:   Free on Board (F.O.B.) Destination

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to ODOT's Central Office, Columbus, Ohio

Section 4:   Delivery

All equipment, software, and accessories shall be delivered within thirty (30) days of purchase or in a mutually agreed upon time frame established by ODOT.

4.1: Delivery Hours

All deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding State holidays, unless special permission is granted by the Department to temporarily waive or adjust this requirement.

Section 5: Minimum Order: $100.00

- Orders meeting or exceeding the minimum shall be shipped FOB destination at the unit price quoted.

- Orders amounting to less than the minimum shall be shipped at the unit price quoted, prepaid with freight/shipping charges added to the invoice. Copies of freight/shipping charges are to be included with the invoice.

- No minimum shall apply to an order picked up by the Department of Transportation at the vendor location, at the unit price quoted.

Section 6: Warranty

(a) The warranty shall include all hardware, firmware, ancillary devices, and software for a period of three (3) years, and shall begin upon final payment of each invoice by ODOT. ODOT shall receive any new versions of software related to this purchase within thirty (30) calendar days an upgrade becoming commercially available.
(b) The vendor shall repair or replace, at no charge, any component that fails or otherwise does not meet the performance standards presented elsewhere in these specifications.
(c) The vendor shall be responsible for all shipping costs incurred in fulfilling this warranty.
(d) **All repairs and software modifications covered under this warranty shall be made within thirty (30) calendar days.**

Section 7.1 Traffic Counter/Permanent Specifications

General
(a) The counter shall be capable of collecting time stamped data. Software shall be made available to post process data to generate per vehicle record, binned volume, axle classification, speed, and various summary reports. In addition to time stamp and per vehicle record (PVR) capability, the counter shall be able to collect and store the following data collection intervals: 1, 5, 10, 15, 30 minute and one (1) hour.
(b) Connectors shall include noise suppression for all DC circuits.
(c) All electronic circuits shall be shielded from electronic pulse and radio frequency interference.
(d) All functions of the counter shall operate from six (6) to twenty-four (24) volts DC. Maximum power draw shall be one (1) Watt.
(e) An internal 6-volt battery is not required.
(f) The counter shall include a built-in, 16 key, waterproof, keypad with a 4 by 20 line LCD display panel. The keypad shall be fully alphanumerical capable for set-up and monitoring the counter.
(g) The counter shall be capable to receive/send data and receive setup programs using the following methods:
    1) A direct connection to a PC using a serial port and/or USB.
    2) A remote connection via phone line using an AT Hayes compatible modem, cellular and IP data modems.
    3) Built In Keypad.
(h) The counter shall contain one (1) megabyte onboard battery backed up RAM memory. The counter shall have a two (2) Gigabyte internal Multi Media Card/Secure Digital (MMC)/(SD) removable memory card.
(i) The counter shall contain all new electronic components.
(j) The counter shall have all logic and data storage components mounted on replaceable plug-in boards.

(k) All components and boards shall be firmly mounted and housed so that they will not be damaged or dislodged by jolts and vibrations encountered during transportation and normal use.

(l) The counter shall operate within a temperature range of -40 to 150 degrees F and in all weather conditions.

(m) The counter shall have a feature to automatically re-set the modem daily.

(n) The counter shall have built in grounding protection against lightning and RF interference from sensors.

(o) The counters shall have inputs for the following configurations:

    (i) 8 lanes: Sixteen (16) loops and eight (8) piezo cables.

    (ii) 6 lanes: Twelve (12) loops and eight (6) piezo cable.

    (iii) 4 lanes: Eight (8) loops and up to eight (8) piezo cables.

(p) Communications shall be provided by RS232 serial and USB connections:

    (i) Two (2) each external RS 232 ports (One (1) for standard, cellular, and IP data modems connectivity and one (1) for streaming real time data).

    (ii) One (1) USB peripheral port (front panel).

(q) All firmware (main board, loop board and piezo board) shall be flash upgradable via serial port and/or USB.

(r) The counter shall overwrite older files first in the case that either the maximum number of files has been reached or the memory is full.

(s) The counter shall have an onboard real time clock and calendar. The clock must be a twenty-four hour time clock with hours, minutes and nearest one-hundredth (0.01) of a second. The calendar must output the month, day and year, compensating for leap year and user definable daylight saving time.

(t) The counter shall have the capability to monitor and store sensor miss errors in binned or raw modes. They shall be reported with individual time/date. The counter shall have the ability to view and download to a computer each axle or loop sensor reading. This feature shall be capable of being toggled on or off

(u) The counter and software shall have the capability to monitor and test all sensors and traffic during data collection. Sensors shall have the ability to calibrate and adjust during data collection activities. The counter and software shall have the following, but not limited to, sensor test capabilities:

    (i) **Piezo Adjustable Settings**

    1) Auto Gain adjustment (User settable)

    2) Standard percentage sensitivity range settable from 0-100%

    3) Gain

    4) Threshold

    5) Timeout

    (ii) **Loop Adjustable Settings**

    1) Frequency

    2) Voltage

    3) Dropout

    4) Detect

    5) Scan Rate

Traffic Counter Case

(a) The counter components shall be housed in a sturdy, seamless, rustproof, waterproof metal case with no sharp edges. It shall be painted or coated to prevent corrosion.

(b) The counter shall have a base and a hinged lid; with a stop to keep the lid open (approximately 120 degrees). The lid shall have a latch to close securely.

(c) The counter shall have an integrated handle.

(d) The counter shall have an easily identifiable and accessible on/off power switch.

(e) All external connectors shall be weatherproof. The electrical connectors that are exposed to the weather shall be provided with dust caps. These caps shall be held in their respective place by metal cable, chain lanyards, or plastic lanyards.

(f) The all sensor, communication, and modem connectors shall be accessible without requiring the lid be opened.

(g) There shall be a separate four (4) foot long metal lanyard grounding strip. The grounding lug shall be on the outside of the counter.

(h) All sensor and power connectors shall be equivalent to Amphenol reverse bayonet coupling, that is, ¼ turn on/off twist.

Cables

(a)   The following cable types shall be made available as part of this specification:

  (iii)   Loop Cable and Piezo Cables

   1)   Cables for each type (both Loop and Piezo) will be offered to provide the following attributes:

    a)   A cable shall be designed to have a block fork terminal to fit a stud size of 10 and soldered on the sensor input end.

    b)   A cable shall be designed that is soldered and stripped back ¼ inch and tinned.

    c)   Each cable shall be at least 4 feet in length.

  (iv)   Modem Cable

   1)   This shall be a DB 9 pin type.

   2)   Each cable shall be at least 4 feet in length.

  (v)   AC to DC Power Cable

   1)   This cable shall transform 110 volts AC to 12 volt DC. The power adapter cable shall provide a minimum current of 1 amp.

   2)   Each cable shall be at least 4 feet in length.

  (vi)   DC Power Cable

   1)   Each cable shall be at least 4 feet in length.

  (vii)   RS 232 Cable

   1)   Cables will be made available in four (4) and ten (10) foot lengths.

  (viii)   Each cable shall be labeled and the wires color coded appropriately.

Memory

(a)   Each counter shall have at a minimum of one (1) megabyte of on board memory and the ability to expand to 4 GB utilizing a SD/MMC flash card expansion.

(b)   Each counter shall have the ability to display memory capacity used.

(c)   On-board memory shall be retained in the event of a power failure either by utilizing flash memory or battery-backed up RAM.

(d)   In the event that all memory is utilized in the counter, the counter shall have the option to overwrite older files in memory beginning with the oldest file first.

Firmware

(a)   The counter shall have the ODOT standard, fifteen (15) vehicle type classification tree file loaded as the initial default file. The counter shall have the capability to change the classification tree file or modify the current file. Any modified files shall be stored as the latest default file if the counter loses power.

(b)   Each counter shall be equipped with an option to show that the road sensors are functioning properly in a real time view. The operator shall have an option to see these values pictorially on the counter display and a laptop computer.

(c)   Each road sensor shall have a separate user definable sensitivity adjustment within the traffic counter. The sensitivity control for individual sensor shall be by using the keypad, the onsite laptop computer, and remote computer.

(d)   In the real time view mode, the sensor activation and the resultant view on the computer screen shall be instantaneous.

(e)   In the real time view, the counter shall alert the operator of sensor misses.

(f)   Firmware shall be flash-upgradable.

(g)   Timekeeping

   1)   Each counter shall provide a means for setting the date and time.

   2)   The counter shall automatically account for leap year.

(h)   Counter shall automatically switch between standard time and a user-definable daylight savings time.

(g)   Counters shall have the electronic serial number of the unit stored in memory.

Data Collection

(a) The counter shall produce three different types of data for counts. The three types of data are as follows: binned, per vehicle raw, and time stamp sensor event.

(b) Sensor Event Data Requirements

  (i) Precision

      1) Speed shall be recorded to the nearest tenth (0.1) of a miles per hour

      2) Length shall be recorded to the nearest tenth (0.1) foot.

      3) Time shall be recorded to the nearest hundredth (0.01) of a second.

  (ii) Attributes to be recorded per-vehicle

      1) Time.

      2) Date.

      3) Lane.

      4) Speed.

      5) Overall Length.

      6) Number of axles.

      7) All Axle Spacings (Not applicable with length based loop–loop per lane system).

      8) Axle Bin Class Number (Not applicable with length based loop-loop per lane system).

      9) Speed Bin Number.

      10) Length Bin Number

(c) The counter shall have a feature to collect different types of data for two directions.   For example, it can collect volume data in one direction and class data in the other direction.

(d) The counter shall store the following data items depending on the sensor array:

    (i) Volume.

    (ii) Speed.

    (iii) Axle or length classification.

    (iv) Individual axle spacing.

    (v) Site identification code.

    (vi) Lane number.

    (ix) Direction of travel.

    (x) Date.

    (xi) Number of axles

    (xii) Time

    (xiii) Overall wheelbase length or overall loop length.

(e) For each lane, the counter shall facilitate the storage of the TMG lane number and direction number.

Desktop and Laptop Software
General Requirements

(a) The software shall operate on ODOT's desktop and laptop computers with Microsoft Windows operating systems XP and "Windows 7". The software shall also be compiled and able to run in a Windows 32 bit and 64 bit operating environment.

(b) All software interfaces shall use standard Microsoft Windows Graphical User Interface (GUI) as in Windows XP and Windows 7. The GUI shall allow dialog boxes, window controls, mouse devices, and local and network printing.

(c) The software shall allow for selection of a time zone and shall automatically switch between daylight savings time and standard time. The software shall automatically adjust for leap year.

(d) The software shall provide for a real time view by lane feature for remote monitoring of traffic with the following capabilities:

    (i) The software should provide the ability to freeze the screen for viewing of the   last vehicle to cross the sensors.

(e) The software shall have the ability to view any parameter, such as per vehicle record, on-off time, axle spacing and vehicle length, etc.

Data Retrieval

(a) The software shall allow the collected data to be transferred/downloaded from the traffic counters to a computer in a remote and local mode

(b) The counter shall have the ability to pull/retrieve and delete individual files in a definable batch or "select all" manner.

(c) The software shall collect, process, and store to a user-definable location the following files:

    (i) Raw Data (Binary Files)

       1) The software shall store retrieved raw data (binary files) to a user-defined location.

       2) These files shall contain raw data retrieved during manual or automatic file retrieval.

       3) All file names shall be unique with no conflicts in file naming conventions.

         a) If the data being retrieved is being manually or automatically polled from a station, the file name shall be what is specified in the polling command.

         b) If data is not being polled, at a minimum, file names shall contain the file creation date, station number, and the beginning date and time for the information contained in the file. The three items mentioned previously must appear in that order.
Example: 08-08-05 153 (Start 2008-08-04 at 0000).BIN.

       4) The software shall have the ability to merge data from multiple units to a single site.

       5) The software shall not overwrite raw data. To ensure unique file names a number may be appended to the end of the file name to guarantee uniqueness if needed.

       6) The software shall provide a function that will allow users to convert binary files into a user-readable text file.

         a) The text file shall have all data that is recorded from the counter in the file.

    (d) Polling Data

     (i) Stations

       1) The software shall keep a database of all stations that will be polled manually   or automatically.

       2) Each station shall have the following user-definable attributes:

       a) Each station shall have the option to connect utilizing serial over internet   protocol (SOIP) or Modem.

         b) Modem configuration (or SOIP if applicable).

         c) Baud rate (or SOIP if applicable).

         d) Phone number (or IP/DNS address & port number if SOIP).

         e) Custom modem initialization string.

         f) Polling zone.

         g) User-definable polling commands (which shall have the following options available for polling commands)

           i) Retrieve only files previously not retrieved.

           ii) Retrieve all files.

           iii) Retrieve a range of files.

           iv) Retrieve open file or not.

           v) Delete retrieved files or not.

           vi) Delete all files in counter.

           vii) Custom file naming of the raw data file downloaded.

     (ii) Polling Zones

       1) The software shall provide at least nine polling groups to assign stations.

       2) Each station shall be user-assignable to one of the nine polling zones.

       3) Each zone shall have a user-definable start time and interval for autopolling.

       4) The interval selections shall be daily, weekly or by day of week. If the interval is by day of week, the user shall be able to select which days of the week autopolling shall occur.

       5) Each polling zone shall have the option to enable the AutoExport feature.

       6) Each zone shall be individually enabled or disabled for autopolling.

     (iii) Automatic Polling (Autopoll)

       1) Autopoll shall be easily enabled or disabled by the user.

       2) Autopoll shall take place for each enabled polling zone at the specified time for each polling zone.

3) Usage of the autoexport feature shall be determined by the setting in the particular zone that is being polled.

4) File retrieval and deletion shall occur as specified by the polling command for the station being polled.

5) Raw data shall be downloaded to a user-defined location and named as the polling command specifies.

6) Each station may have different polling commands.

7) After autopolling is complete, the software shall close the telephone connection and return the PC and modem to their previous states.

(iv) Manual Polling

1) Manual polling shall be done by station or selected polling zone.

2) File retrieval and deletion shall occur as specified by the polling command for the station being polled.

3) Each station may have different polling commands.

4) After polling is complete, the software shall close the telephone connection and return the PC and modem to their previous states.

(v) The software shall allow the user to determine at what point data is imported during polling. If autoexport is enabled, this will also be when the autoexport feature is utilized for downloaded data. The software shall allow at a minimum the following options:

1) Data is to be downloaded but not imported.

2) Data is to be imported immediately after download.

3) Data is to be imported after call ends while calling next station.

4) Data is to be imported after call ends before calling next station.

5) Data is to be imported after all calls are complete.

(e) The software shall keep a log of telemetry events.

(i) The log shall include basic information such as the start and stop time of each connection, file downloads and telemetry errors.

(ii) The log shall be viewable from within the software.

(f) The software shall provide functionality to export the log into an Excel file or text file.

a) This file shall be used to compare data retrieved from counters to data provided in reports and custom exports.

(g) Modem Configurations

(i) The software shall allow at least ten unique modem configurations.

(ii) Each modem configuration shall have the following user-definable attributes.

1) Modem Name – an arbitrary name for the modem configuration.

2) COM port.

3) Quantity of redial attempts.

4) Two (2) initialization strings.

5) Dial command.

6) Maximum allowed connect time.

7) Response strings for each of the four (4) events.

a) Connect.

b) Busy.

c) No dial tone.

d) No carrier.

(h) The software shall have the ability to automatically scan for and detect modems connected to the computer. In the event of an auto scan, all user-defined attributes shall be automatically entered for the modem configuration.

Data Exports

(a) The software shall produce all exports defined in this section. The exports shall be produced correctly and solely from information contained within the imported data. Station ID and lane direction(s) and numbering(s) shall be derived from the lane information entered in the counter.

(b)   Per Vehicle Record (PVR) Data
      1)   All PVR files shall be formatted as an ASCII Text File.
      2)   All PVR data shall include the following attributes.
        a)   Date.
        b)   Time.
        c)   Lane.
        d)   Speed.
        e)   Number of Axles.
        f)   Overall Axle Length.
        g)   Axle Bin Class Number.
(c)   Speed Bin Class Number.
(d)   ODOT Modified TMG File
      1)   The software shall have the function to export data to the ODOT Modified TMG data format.
      2)   All ODOT Modified TMG files shall be formatted as an ASCII file.
      3)   The software shall produce axle hits (3-Card), axle classification (C-Card), length classification (L-Card) and speed (D-Card) data formats as described in Appendices A, B, C, and D.
      4)   The file naming convention described for each data type shall be utilized.
(e)   FHWA TMG Files
      1)   The counter files shall produce data in the current FHWA -Traffic Monitoring Guide (TMG) formats.
      2)   All FHWA TMG Files shall be formatted as an ASCII Text File.
The software shall be capable of producing FHWA Volume, Class and Station cards.
(f)   AutoExport
      (i)   The auto export feature shall allow data to be automatically exported in the appropriate sixty-minute (60) ODOT Modified TMG format.
      (ii)   Data shall be exported to two different user-defined locations.
      1)   Both locations shall be user-defined.
      2)   The locations shall be either network or local drives.
      3)   If either location does not exist at the time of auto-export (for example, a network drive is unavailable), autopolling shall not be interrupted and the software shall export data to the available location.
      4)   In the case that both locations are unavailable, data shall continue to be downloaded, but not exported.

Report Generation

(a)   The software shall provide data reporting capabilities in daily, weekly, monthly, tabular, and/or graphical formats. The user shall have the option of having the report displayed on the screen, printed out, or saved into an electronic file format (Text, Excel, and PDF).

(b)   The software shall provide data reporting capabilities by lane, by direction, and by hour (military time). Each lane and direction of data shall be represented for each time interval. The software shall at least produce the following type of reports: Volume, Axle (Binned) Classification, Speed (by Axle, Column, or Special), Headway, and Gap.

(c)   All reports shall have the capability to provide reporting for at least the following intervals: 1 minute, 5 minute, 10 minute, 15 minute, 30 minute, 1 hour, 2 hours, 3 hours, 4 hours, 6 hours, 12 hours, and 24 hours.

(d)   Summary reports by direction, and lane for at least the following shall be provided:
      1)   Volume – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, and hourly data (axle hits) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, and volume (axle hits per hour). The report shall contain a Daily Total (axle hits per hour) by hour and by lane, along with a percent (lane total divided by Daily Total). A Grand Totals Report (axle hits per hour) shall be produced by combining (averaging) all the daily information (by lane and by hour) by reporting one Total for the duration (Start Date/End Date) of the count. Percentages shall be generated by dividing the lane total by the Grand Total.

2) Axle Classification – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, and hourly axle (binned) classification data (by lane) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, axle (binned) classification, and shall contain a Total. After the time period ends for the duration of the data collection period, two summary reports shall be produced from this data: (1) Sub-Totals Report, (2) Grand Totals Report. A Sub-Totals Report shall be produced for each day containing totals for all the axle (binned) classification data for each lane. Percentages shall be generated based on this daily information by lane, dividing each axle (binned) classification's total by that lane's daily total. The Grand Totals Report shall be produced by combining (adding) all daily axle (binned) classification data from the Sub-Totals Report for the duration of the data collection period for this data. Percentages from the Grand Totals Report shall be generated in the same manner as in the Sub-Totals Report.

3) Speed – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, speed bin ranges (user-defined), and hourly data (by lane) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, and volume. The Daily Total and Grand Total Reports shall contain a hourly and Daily Total (by lane and by speed bin). Percentages shall be generated (by hour and/or by lane) for each speed bin by dividing the volumes from the Daily Total or Grand Total. Mean Averages, Average Speeds, Percentiles, and Pace Speed values all shall also be produced from these reports.

4) Headway – Total counts for each headway bin for the time interval specified during the counter setup and data collection in the field. The report shall contain hourly totals, average, minimum, and maximum headway.

5) Gap – Total counts for each gap bin for the time interval specified during the counter setup and data collection in the field. The report shall contain hourly totals, average, minimum, and maximum gap.

Software Enhancements

(a) The vendor shall include in the price proposal a per hour rate for any requested software enhancements/modifications. Once complete, the enhanced/modified version of the software will be loaded, at no cost, to all computers associated within the applicable license agreement.

Documentation

(a) The vendor shall provide one electronic copy of the most current documentation used to install, operate, test, and maintain the equipment. Documentation shall also be provided detailing use of all software applications. If the documentation does not meet the satisfaction of the ODOT staff with respect to their function, definitions, descriptions, and correctness, they shall be revised by the vendor prior to final acceptance.

Vendor Selection Procedure

(a) The vendor with the apparent low bid on Part A of the counter price list will be officially notified in writing, to deliver three (3) counters to the ODOT within ten (10) calendar days of the date of notification for pre-award acceptance testing of the traffic counters and software. The vendor shall deliver all hardware, ancillary items (cables, etc.), operation manuals and software necessary to evaluate the counters.

(b) The vendor shall provide the name and contact information for a person who can provide technical assistance by phone.

(c) ODOT will test the three (3) counters, software and accessories for fourteen (14) calendar days using the accuracy requirement criteria contained in the Accuracy Section of this contract.

(d) If equipment/software problems occur or accuracy requirements are not met with any one (1) counter, the vendor will be allowed ten (10) calendar days to replace or repair the faulty traffic counter(s), and/or software, and/or accessories. The number of calendar days for the testing procedure will re-start after the replacement traffic counter is received.

(e) If any of the counters fail to meet initial inspection and/or accuracy requirements, ODOT retains the right to reject and return the equipment, at the vendor's expense and cancel the contract.

(f) If the three (3) counters are in compliance after pre-award testing, ODOT will provide written confirmation to the vendor that they have been awarded the contract. The three (3) counters sent as part of pre-award testing shall be considered part of the first shipment.

Accuracy

(a) The three (3) traffic counters and software will be tested for accuracy, reliability, software functionality, etc. Accuracy will be determined using the Percent Difference Formula as shown on page 4 of ASTM E 2300-06, Section 5.2.1. The tolerance shall be ten percent (10%) for each vehicle class compared to a manual traffic count, except as waved by ODOT due to the lack of a sufficient sample size during the testing period. The following formula will be used to evaluate accuracy is as follows:

$$\frac{\text{Traffic Counter (TC)} - \text{Manual Count (MC)}}{\text{Manual Count (MC)}} \times 100$$

Training

Initial Training

(a) After ODOT has received the first shipment of traffic counters, two (2) consecutive days of training shall will be scheduled at an agreed upon date by both parties.
(b) Prior to this training, the vendor shall submit a training plan for ODOT to review. This plan will be used for the initial training and shall cover items such as the operation, maintenance, troubleshooting, and repairs to the counter. In addition, the training shall cover all aspects of the operation, installation, functionality, and troubleshooting of the software.
(c) The cost of this training shall include all vendor travel expenses.

Additional Training

(a) For additional training requests, the vendor shall provide a minimum of one (1) instructor for a minimum of two (2) consecutive days (ex. 16 working hours) to conduct training in Columbus, Ohio. Similar to the initial training, additional training may cover items such as the operation, maintenance, troubleshooting, and repairs to the counter. In addition, the training may cover all aspects of the operation, installation, functionality, and troubleshooting of the software.
(b) The vendor shall submit a training plan, based on discussions with ODOT, prior to the training session.
(c) The hourly rate of training shall include all travel expenses and shall only represent the time the instructor is on-site.

Delivery and Payment

(a) All traffic counters delivered to ODOT shall be identical to the three (3) counters sent for testing.
(b) The vendor may invoice ODOT after all hardware, software, and documentation has been delivered and accepted.
(c) All billing shall be based on the vendor's proposal, with no additional costs to ODOT.
(d) All shipping costs related to this contract, including warranty work, shall be paid in full by the vendor.
(e) Full payment shall be made when all hardware, software and ancillary devices are received and when acceptance tests are completed and accepted by ODOT.

Attachment A
ODOT 3-Card Data Format (Volume)
Overview
This document contains the file format for 60-minute ODOT Modified 3-Cards. Note that there are some minor differences between the TMG 3-Card specification and ODOT's version hence the term "ODOT Modified".

3-Card 60-Minute File Format
The 60-minute 3-Card file format contains 1 record/line per lane for a 24 hour period meaning a 4-lane site will contain 4 records/lines within a daily file. The file naming convention for a 60-minute 3-Card is:

Daily File:	3[*sss*][*mm*][*dd*].[*yy*]	Example: 37800430.04
Monthly File:	3[*sss*][*mm*]xx.[*yy*]	Example: 378004xx.04

In both filename formats **3** represents the data type, **sss** represents the 3-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly file is used as placeholder.

The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
1	1 - 1	1	A	3
2	2 - 3	2	N	39
3	4 - 5	2	N	FC
4	6 - 11	6	A	Sta. no.
5	12 - 12	1	N	Direction
6	13 - 13	1	N	Lane
7	14 - 15	2	N	Year
8	16 - 17	2	N	Month
9	18 - 19	2	N	Day
10	20 - 20	1	N	Day of Week
11	21 - 25	5	N	Volume counted between 00:01 - 01:00
12	26 - 30	5	N	Volume counted between 01:01 - 02:00
13	31 - 35	5	N	Volume counted between 02:01 - 03:00
14	36 - 40	5	N	Volume counted between 03:01 - 04:00
15	41 - 45	5	N	Volume counted between 04:01 - 05:00
16	46 - 50	5	N	Volume counted between 05:01 - 06:00
17	51 - 55	5	N	Volume counted between 06:01 - 07:00
18	56 - 60	5	N	Volume counted between 07:01 - 08:00
19	61 - 65	5	N	Volume counted between 08:01 - 09:00
20	66 - 70	5	N	Volume counted between 09:01 - 10:00
21	71 - 75	5	N	Volume counted between 10:01 - 11:00
22	76 - 80	5	N	Volume counted between 11:01 - 12:00
23	81 - 85	5	N	Volume counted between 12:01 - 13:00
24	86 - 90	5	N	Volume counted between 13:01 - 14:00
25	91 - 95	5	N	Volume counted between 14:01 - 15:00
26	96 - 100	5	N	Volume counted between 15:01 - 16:00
27	101 - 105	5	N	Volume counted between 16:01 - 17:00
28	106 - 110	5	N	Volume counted between 17:01 - 18:00
29	111 - 115	5	N	Volume counted between 18:01 - 19:00
30	116 - 120	5	N	Volume counted between 19:01 - 20:00
31	121 - 125	5	N	Volume counted between 20:01 - 21:00
32	126 - 130	5	N	Volume counted between 21:01 - 22:00
33	131 - 135	5	N	Volume counted between 22:01 - 23:00
34	136 - 140	5	N	Volume counted between 23:01 - 24:00

35	141 - 141	1	A	Footnotes 0= no restrictions
36	142 - 143	2	N	Time interval (60 min)
37	144 - 145	2	N	Record Number
38	146 - 149	4	N	Start time for record (hhmm)
39	150 - 153	4	N	End time for record (hhmm)

Attachment B
ODOT C-Card Data Format (Axle Classification)
Overview
This document contains the file format for 60-minute ODOT Modified C-Cards. Note that there are some minor differences between the TMG C-Card specification and ODOT's version hence the term "ODOT Modified".
C-Card 60-Minute
The 60-minute C-Card file format contains 1 record/line per lane, for each hour of a given day meaning a 4-lance site will have 96 records/lines. The file naming convention for a 60-minute C-Card is:

Daily File:	C[*sss*][*mm*][*dd*].[*yy*]	Example:	C7800430.04
Monthly File:	C[*sss*][*mm*]xx.[*yy*]	Example:	C78004xx.04

In both filename formats **C** represents the data type, **sss** represents the 3-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly is used as placeholder.

The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
01	1 – 1	1	A	C
02	2 – 3	2	N	39
03	4 – 9	6	A	Station Number
04	10 – 10	1	N	Dir.
05	11 – 11	1	N	Lane
06	12 – 13	2	N	YY
07	14 – 15	2	N	MM
08	16 – 17	2	N	DD
09	18 – 19	2	N	HH
10	***20 – 24***	***5***	***N***	***Total vol.***
11	25 – 29	5	N	Class 1
12	30 – 34	5	N	Class 2
13	35 – 39	5	N	Class 3
14	40 – 44	5	N	Class 4
15	45 – 49	5	N	Class 5
16	50 – 54	5	N	Class 6
17	55 – 59	5	N	Class 7
18	60 – 64	5	N	Class 8
19	65 – 69	5	N	Class 9
20	70 – 74	5	N	Class 10
21	75 – 79	5	N	Class 11
22	80 – 84	5	N	Class 12
23	85 – 89	5	N	Class 13
24	90 – 94	5	N	Class 14
25	95 – 99	5	N	Class 15
26	100 – 100	1	N	Footnotes
27	101 – 102	2	N	Time Interval (min)
28	103 – 104	2	N	Record number
29	105 – 108	4	N	Start time (hhmm)
30	109 – 112	4	N	End time (hhmm)

Attachment C
L-Card Data Format
Overview
This document contains the file format for 60-minute ODOT Modified L-Cards. Note that in this case there is one standard TMG format for Length data meaning the ODOT Modified is the only L-Card format that data will be imported from and export to.
L-Card 60-Minute Layout
The 60-minute L-Card file format contains 1 record/line per lane, for each hour of a given day meaning a 4-lance site will have 96 records/lines. The file naming convention for a 60-minute L-Card is:

Daily File:	L[*sss*][*mm*][*dd*].[*yy*]	Example: L7800430.04
Monthly File:	L[*sss*][*mm*]xx.[*yy*]	Example: L78004xx.04

In both filename formats **L** represents the data type, **sss** represents the 3-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly is used as placeholder.

The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
01	1 – 1	1	A	Record Type
02	2 – 3	2	N	FIPS State Code
03	4 – 9	6	A	Station Number
04	10 – 10	1	N	Direction of Travel Code
05	11 – 11	1	N	Lane of Travel
06	12 – 13	2	N	Year of Data
07	14 – 15	2	N	Month of Data
08	16 – 17	2	N	Day of Data
09	18 – 19	2	N	Hour of Data
10	20 – 24	5	N	Total volume for time interval
11	25 – 29	5	N	Length 1 count for time interval
12	30 – 34	5	N	Length 2 count for time interval
13	35 – 39	5	N	Length 3 count for time interval
14	40 – 44	5	N	Length 4 count for time interval
15	45 – 49	5	N	Length 5 count for time interval
16	50 – 54	5	N	Length 6 count for time interval
17	55 – 59	5	N	Length 7 count for time interval
18	60 – 64	5	N	Length 8 count for time interval
19	65 – 69	5	N	Length 9 count for time interval
20	70 – 74	5	N	Length 10 count for time interval
21	75 – 79	5	N	Length 11 count for time interval
22	80 – 84	5	N	Length 12 count for time interval
23	85 – 89	5	N	Length 13 count for time interval
24	90 – 94	5	N	Length 14 count for time interval
25	95 – 99	5	N	Length 15 count for time interval
26	100 – 100	1	N	Footnotes
27	101 – 102	2	N	Time interval (Min)
28	103 – 104	2	N	Record Number
29	105 – 108	4	N	Start time (hhmm)
30	109 – 112	4	N	End time (hhmm)

Attachment D
ODOT D-Card Data Format (Speed)
Overview
This document contains the file format for 60-minute ODOT D-Card.
D-Card 60-Minute
The 60-minute D-Card file format contains 1 record/line per lane, for each hour of a given day meaning a 4-lane site will have 96 records/lines. The file naming convention for a 60-minute D-Card is:

Daily File:	D[*sss*][*mm*][*dd*].[*yy*]	Example:	D7800430.04
Monthly File:	D[*sss*][*mm*]xx.[*yy*]	Example:	D78004xx.04

In both filename formats **D** represents the data type, **sss** represents the 3-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly is used as placeholder.

The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
	1 – 1	1	A	D
	2 – 3	2	N	39
	4 – 9	6	A	Station Number
	10 – 10	1	N	Dir.
	11 – 11	1	N	Lane
	12 – 13	2	N	YY
	14 – 15	2	N	MM
	16 – 17	2	N	DD
	18 – 19	2	N	HH
	20 – 24	*5*	*N*	*Total vol.*
	25 – 29	5	N	Speed Bin 1
	30 – 34	5	N	Speed Bin 2
	35 – 39	5	N	Speed Bin 3
	40 – 44	5	N	Speed Bin 4
	45 – 49	5	N	Speed Bin 5
	50 – 54	5	N	Speed Bin 6
	55 – 59	5	N	Speed Bin 7
	60 – 64	5	N	Speed Bin 8
	65 – 69	5	N	Speed Bin 9
	70 – 74	5	N	Speed Bin 10
	75 – 79	5	N	Speed Bin 11
	80 – 84	5	N	Speed Bin 12
	85 – 89	5	N	Speed Bin 13
	90 – 94	5	N	Speed Bin 14
	95 – 99	5	N	Speed Bin 15
	100 – 100	1	N	Footnotes
	101 – 102	2	N	Time Interval (min)
	103 – 104	2	N	Record number
	105 – 108	4	N	Start time (hhmm)
	109 – 112	4	N	End time (hhmm)

Section 7.2   Traffic Counter/Portable Specifications

General

(a) The counter shall be capable of collecting time stamped data. Software shall be made available to post process data to generate per vehicle record, binned volume, axle classification, speed, and various summary reports. In addition to time stamp and per vehicle record (PVR) capability, the counter shall be able to collect and store the following data collection intervals: 1, 5, 10, 15, 30 minute and one (1) hour.

(b) The counter shall operate within the temperature range of -40 to 150 degrees Fahrenheit.

(c) The counter shall have Bluetooth communications and data download capability. It shall allow for complete communication and control with no cables over short distances.

(d) The counter shall be programmable by a desktop PC and/or laptop computer using either a hard wire USB port or wireless Bluetooth connection. In addition, the counter will have programming capability via a removable, handheld keypad.

(e) All electronic components shall be new, using solid state CMOS design with low power consumption.

(f) Electronic components shall be fully protected against power surges and reversed voltages.

(g) Traffic counter shall weigh no more than three (3) pounds, including the weight of the battery.

(h) All equipment furnished, including any purchased from other manufacturers, shall be made from new parts and materials, and they shall be of the latest design currently in production. Discontinued, used, reconditioned, and refurbished equipment shall not be accepted.

(i) The counter shall act as a USB host for a GPS receiver. The counter will read latitude/longitude coordinates from the receiver and store them as part of the counter's downloadable count file.

(j) If the counter design incorporates a lid, the face plate and display components shall be completely waterproof when the lid is open.

(k) The counter shall be housed in a seamless, sturdy, rustproof and waterproof metal case with no sharp edges and shall include a handle.

(l) The counter shall have an integrated, lockable mechanism.

(m) A lock and key shall be included with each counter. Each lock shall be keyed the same so that one key fits all locks.

Power

(a) Each traffic counter shall be equipped with a Lithium-Ion rechargeable battery.

(b) The battery is required to operate the counter for a minimum of 90 days, without a recharge.

(c) The unit shall have a sleep mode capability and will auto start upon road tube activations.

(d) The counter shall have an indicator showing the battery charge strength.

Air Switches

(a) Each counter shall have two (2) air switches.

(b) Air switches shall be water resistant and suitable for use in all weather conditions.

(c) Each air switch must be equipped with a removable cap that is suitable for all weather conditions.

(d) Traffic counter sensor input operation shall be sustained with any road tube length that is equal to or of less than 100 feet or by traffic speed at the site.

(e) Each air switch will accept ¼" inside diameter (ID) road tube.

Memory

(a) Each counter shall have at a minimum sixteen (16) megabytes of non-volatile flash memory.

(b) Each counter shall have the ability to display memory capacity used.

(c) On-board memory shall be retained in the event of a power failure either by utilizing flash memory or battery-backed up RAM.

(d) In the event that all memory is utilized in the counter, the counter shall have the option to overwrite older files in memory beginning with the oldest file first.

Firmware

(a) Firmware shall be flash-upgradable via USB and Bluetooth.

(b) Timekeeping

    1) Each counter shall provide a means for setting the date and time.

    2) The counter shall automatically account for leap year.

    3) Counter shall automatically switch between standard time and a user-definable daylight savings time.

(c) Firmware shall allow the following setup changes to be made using an integrated or attachable keypad and with a computer connected via USB or Bluetooth.
    1) Time and date.
    2) Site/station number (minimum 12 alpha numeric characters).
    3) For each lane of data collected, the counter shall have the following information:
      a) User-defined lane number.
      b) User-defined lane direction.
        i) Both attributes will be utilized by the desktop and laptop software for exporting, merging and reporting purposes.
    4) Delete files.
    5) Factory reset to default settings.
(d) Counters shall have the electronic serial number of the unit stored in memory.

Data Retrieval
(a) The counter shall allow for file retrieval via USB mass storage device (MSD), Desktop/Laptop computer, PDA and through Bluetooth communication.
(b) It shall have the USB OTG (On-The-Go) specification designating the device to act as both a host and peripheral.
(c) The mass storage device (MSD) shall be a USB memory stick that is at least 16 GB in size.

Display
(a) The counter shall have a 128 x 64 pixel LCD display that allows for real time vehicle monitoring, programming, diagnostics and status of the unit via a menu.
(b) The following attributes shall be displayed in real time, without interfering with counter operation
    1) Time.
    2) Number of axles.
    3) Speed.
    4) Axle spacing(s).
(c) User shall be able to view, at a minimum, the following configuration and counter information on the integrated display at any time without interfering with counter operation:
    1) Available memory.
    2) Battery Status.
    3) Date and Time.
    4) Lane Totals.
(d) The counter shall have the ability to view, via the counter display, an immediate summary of data such as ADT, average speed, and peak times.

Data Collection
(a) The counter shall be capable of collecting time stamped data with the ability to create a per vehicle record.
(b) Data Precision
    1) All records will be time stamped and shall have a sensor resolution performed and stored at 100,000th of a second (0.00001).
(c) Required PVR Attributes
    1) Date.
    2) Time.
    3) Lane.
    4) Speed.
    5) Number of Axles.
    6) Overall Axle Length.
    7) Axle Bin Class Number.
    8) Speed Bin Class Number.
(d) For each lane, the counter shall facilitate the storage of the TMG lane number and direction number.
(e) For each count recorded, the counter shall store the twelve (12) alphanumeric character site/station number.

Desktop and Laptop Software

General Requirements

(a) The software shall operate on ODOT's desktop and laptop computers with Microsoft Windows operating systems XP and "Windows 7". The software shall also be compiled and able to run in a Windows 32 bit and 64 bit operating environment.

(b) All software interfaces shall use standard Microsoft Windows Graphical User Interface (GUI) as in Windows XP and Windows 7. The GUI shall allow dialog boxes, window controls, mouse devices, and local and network printing.

(c) The software shall allow for selection of a time zone and shall automatically switch between daylight savings time and standard time. The software shall automatically adjust for leap year.

(d) Software shall allow the collected data to be transferred from data retrieval units or downloaded from the traffic counters to a computer.

(e) **The vendor shall provide a user manual and the installation instructions in electronic format.** The manual shall include information such as flow charts, troubleshooting techniques, and a list of known problems.

Data Retrieval

(a) The software shall provide for the transfer of data directly from a traffic counter to a PC.

(b) The software shall provide for the transfer of data directly from a USB mass storage device to a PC.

(c) The software shall store retrieved raw data (binary files) to a user-defined location.
   1) These files shall contain raw data retrieved during manual or automatic file retrieval.
   2) All file names shall be unique with no conflicts in file naming conventions.
   3) At a minimum, file names shall contain the file creation date, station number, the beginning date and time for the information contained in the file, and sequential/unique file number. The three items mentioned previously must appear in that order.
      a) Example 1: 08-08-05 153 (Start 2008-08-04 at 0000).BIN
      b) Example 2: 08-08-05 153 (Start 2008-08-04 at 0000).1.BIN (where ".1.BIN" is a sequential file number that represents the number of files downloaded from a counter.)
      c) Example 3: 08-08-05 153 (Start 2008-08-04 at 0000).BIN_1 (where ".BIN_1" represents a sequential number assigned to a file that has been downloaded more than one time.)
   4) The software shall not overwrite raw data. To ensure unique file names a number may be appended to the end of the file name to guarantee uniqueness if needed.

(d) The software shall provide a function that will allow users to convert binary files into a user-readable text file.
   1) The text file shall have all data that is recorded from the counter in the file.
   2) This file shall be used to compare data retrieved from counters to data provided in reports and custom exports.

Data Exports

(a) The software shall produce all exports defined in this section. The exports shall be produced correctly and solely from information contained within the imported data. Station ID and lane direction(s) and numbering(s) shall be derived from the lane information entered in the counter.

(b) Per Vehicle Record (PVR) Data
   1) All PVR files shall be formatted as an ASCII Text File.
   2) All PVR data shall include the following attributes.
      a) Date.
      b) Time.
      c) Lane.
      d) Speed.
      e) Number of Axles.
      f) Overall Axle Length.
      g) Axle Bin Class Number.
      h) Speed Bin Class Number.

(c) ODOT Modified TMG Files
   1) The software shall have the function to export data to the ODOT Modified TMG data format.
   2) All ODOT Modified TMG files shall be formatted as an ASCII file.
   3) The software shall produce axle hits (3-Card), axle classification (C-Card), and speed (D-Card) data formats as described in Appendices E, F, and G.

4)   The file naming convention described for each data type shall be utilized.

(d)   Lane Information

     1)   Lane information consists of TMG lane number and TMG direction.

     2)   For all exports, the software shall use the lane information programmed in the counter for each independent study.

     3)   TMG lane information shall be defined by the end user.

(e)   The counter will read latitude/longitude coordinates from a GPS receiver and store them as part of the counter's downloadable count file.

Data Manipulation and Management

(a)   File Merging

     1)   The software shall allow multiple lanes of data collected from multiple counters for the same time period to be merged into a single dataset.

     2)   File merging is based on the station number, lane information and data stored in each counter.

     3)   Lane and direction information shall be retained for all lanes being merged.

(b)   Data Editing

     1)   The software shall provide users with the ability to edit all attributes of collected data

        a)   Station number.

        b)   Lane direction and number.

        c)   Traffic count information (bins, volumes, header information, etc.).

        d)   Time and date shifts.

     2)   The software shall allow users to simultaneously view and edit one to several days of data

     3)   The software shall provide a function to shift data by a specified increment of time

(c)   The user shall be able quickly delete all data stored within the software without reinstalling the software or needed administrative rights.

Report Generation

(a)   The software shall provide data reporting capabilities in daily, weekly, monthly, tabular, and/or graphical formats. The user shall have the option of having the report displayed on the screen, printed, or saved into an electronic file format (Text, Excel, or PDF).

(b)   The software shall provide data reporting capabilities by lane, by direction, and by hour (military time). Each lane and direction of data shall be represented for each time interval. The software shall at least produce the following type of reports: Volume, Axle (Binned) Classification, Speed (by Axle, Column, or Special), Headway, and Gap.

(c)   All reports shall have the capability to provide reporting for at least the following intervals: 1 minute, 5 minute, 10 minute, 15 minute, 30 minute, 1 hour, 2 hours, 3 hours, 4 hours, 6 hours, 12 hours, and 24 hours.

(d)   Summary reports by direction, and lane for at least the following shall be provided:

     1)   Volume – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, and hourly data (axle hits) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, and volume (axle hits per hour). The report shall contain a Daily Total (axle hits per hour) by hour and by lane, along with a percent (lane total divided by Daily Total). A Grand Totals Report (axle hits per hour) shall be produced by combining (averaging) all the daily information (by lane and by hour) by reporting one Total for the duration (Start Date/End Date) of the count. Percentages shall be generated by dividing the lane total by the Grand Total.

     2)   Axle Classification – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, and hourly axle (binned) classification data (by lane) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, axle (binned) classification, and shall contain a Total. After the time period ends for the duration of the data collection period two summary reports shall be produced from this data: (1) Sub-Totals Report, (2) Grand Totals Report. A Sub-Totals Report shall be produced for each day containing totals for all the axle (binned) classification data for each lane. Percentages shall be generated based on this daily information by lane, dividing each axle (binned) classification's total by that lane's daily total. The Grand Totals Report shall be produced by combining (adding) all the daily axle (binned) classification data from the Sub-Totals Report for the duration of the data collection period for this data. Percentages from the Grand Totals Report shall be generated in the same manner as in the Sub-Totals Report.

3) Speed – This report shall contain the site ID, lane information, time interval, date, sensor type/axle spacing used, speed bin ranges (user-defined), and hourly data (by lane) specified during the counter setup and data collection in the field. The report shall generate a time-stamped date and time of when it was produced. Data shall be grouped on the report by date, time (hour), lane, and volume. The Daily Total and Grand Total Reports shall contain a hourly and Daily Total (by lane and by speed bin). Percentages shall be generated (by hour and/or by lane) for each speed bin by dividing the volumes from the Daily Total or Grand Total. Mean Averages, Average Speeds, Percentiles, and Pace Speed values all shall also be produced from these reports.

4) Headway – Total counts for each headway bin for the time interval specified during the counter setup and data collection in the field. The report shall contain hourly totals, average, minimum, and maximum headway.

5) Gap – Total counts for each gap bin for the time interval specified during the counter setup and data collection in the field. The report shall contain hourly totals, average, minimum, and maximum gap.

Software Enhancements

(a) The vendor shall include in the price proposal a per hour rate for any requested software enhancements/modifications. Once complete, the enhanced/modified version of the software will be loaded, at no cost, to all computers associated within the applicable license agreement.

Documentation

(a) The vendor shall provide one electronic copy of the most current documentation used to install, operate, test, and maintain the equipment. Documentation shall also be provided detailing use of all software applications. If the documentation does not meet the satisfaction of the ODOT staff with respect to their function, definitions, descriptions, and correctness, they shall be revised by the vendor prior to final acceptance.

Vendor Selection Procedure

(a) The vendor with the apparent low bid on Part A of the counter price list will be officially notified in writing, to deliver three (3) counters to the ODOT within ten (10) calendar days of the date of notification for pre-award acceptance testing of the traffic counters and software. The vendor shall deliver all hardware, ancillary items (handheld keypad, USB mass storage device, GPS unit, cables, lock, etc.), operation manuals and software necessary to evaluate the counters.

(b) The vendor shall provide the name and contact information for a person who can provide technical assistance by phone.

(c) ODOT will test the three (3) counters; software and accessories for fourteen (14) calendar days using the accuracy requirement criteria contained in Part IX of this contract.

(d) If equipment/software problems occur or accuracy requirements are not met with any one (1) counter, the vendor will be allowed ten (10) calendar days to replace or repair the faulty traffic counter(s), and/or software, and/or accessories. The number of calendar days for the testing procedure will re-start after the replacement traffic counter is received.

(e) If any of the counters fail to meet initial inspection and/or accuracy requirements, ODOT retains the right to reject and return the equipment, at the vendor's expense and cancel the contract.

(f) If the three (3) counters are in compliance after pre-award testing, ODOT will provide written confirmation to the vendor that they have been awarded the contract. The three (3) counters sent as part of pre-award testing shall be considered part of the first shipment.

Accuracy

(a) The three (3) traffic counters and software will be tested for accuracy, reliability, software functionality, etc. Accuracy will be determined using the Percent Difference Formula as shown on page 4 of ASTM E 2300-06, Section 5.2.1. The tolerance shall be ten percent (10%) for each vehicle class compared to a manual traffic count, except as waved by ODOT due to the lack of a sufficient sample size during the testing period. The following formula will be used to evaluate accuracy is as follows:

$$\frac{\textbf{Traffic Counter (TC)} - \textbf{Manual Count (MC)}}{\textbf{Manual Count (MC)}} \times \textbf{100}$$

Training

Initial Training
(a) After ODOT has received the first shipment of traffic counters, two (2) consecutive days of training shall will be scheduled at an agreed upon date by both parties.
(b) Prior to this training, the vendor shall submit a training plan for ODOT to review. This plan will be used for the initial training and shall cover items such as the operation, maintenance, troubleshooting, and repairs to the counter. In addition, the training shall cover all aspects of the operation, installation, functionality, and troubleshooting of the software.
(c) The cost of this training shall include all vendor travel expenses.

Additional Training
(a) For additional training requests, the vendor shall provide a minimum of one (1) instructor for a minimum of 2 consecutive days (ex. 16 working hours) to conduct training in Columbus, Ohio. Similar to the initial training, additional training may cover items such as the operation, maintenance, troubleshooting, and repairs to the counter. In addition, the training may cover all aspects of the operation, installation, functionality, and troubleshooting of the software.
(b) The vendor shall submit a training plan, based on discussions with ODOT, prior to the training session.
(c) The hourly rate of training shall include all travel expenses and shall only represent the time the instructor is on-site.

Delivery and Payment
(a) All traffic counters delivered to ODOT shall be identical to the three (3) counters sent in for testing.
(b) The vendor may invoice ODOT after all hardware, software, and documentation has been delivered and accepted.
(c) All billing shall be based on the vendor's proposal, with no additional costs to ODOT.
(d) All shipping costs related to this contract, including warranty work, shall be paid in full by the vendor.
(e) Full payment shall be made when all hardware, software and ancillary devices are received and when acceptance tests are completed and accepted by ODOT.

Attachment E
ODOT 3-Card Data Format (Axle Hits)
Overview
This document contains the file format for 60-minute ODOT Modified 3-Cards. Note that there are some minor differences between the TMG 3-Card specification and ODOT's version hence the term "ODOT Modified".
3-Card 60-Minute File Format
The 60-minute 3-Card file format contains 1 record/line per lane for a 24 hour period meaning a 4-lane site will contain 4 records/lines within a daily file. The file naming convention for a 60-minute 3-Card is:

Daily File:	3[*ssssss*][*mm*][*dd*].[*yy*]	Example:	30007800430.04
Monthly File:	3[*ssssss*][*mm*]xx.[*yy*]	Example:	300078004xx.04

In both filename formats **3** represents the data type, **ssssss** represents the 6-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly file is used as placeholder.
The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
1	1 – 1	1	A	3
2	2 – 3	2	N	39
3	4 – 5	2	N	FC
4	6 – 11	6	A	Sta. no.
5	12 – 12	1	N	Direction
6	13 – 13	1	N	Lane
7	14 – 15	2	N	Year
8	16 – 17	2	N	Month
9	18 – 19	2	N	Day
10	20 – 20	1	N	Day of Week
11	21 – 25	5	N	Axle hits counted between 00:01 - 01:00
12	26 – 30	5	N	Axle hits counted between 01:01 - 02:00
13	31 - 35	5	N	Axle hits counted between 02:01 - 03:00
14	36 – 40	5	N	Axle hits counted between 03:01 - 04:00
15	41 – 45	5	N	Axle hits counted between 04:01 - 05:00
16	46 – 50	5	N	Axle hits counted between 05:01 - 06:00
17	51 - 55	5	N	Axle hits counted between 06:01 - 07:00
18	56 – 60	5	N	Axle hits counted between 07:01 - 08:00
19	61 – 65	5	N	Axle hits counted between 08:01 - 09:00
20	66 – 70	5	N	Axle hits counted between 09:01 - 10:00
21	71 - 75	5	N	Axle hits counted between 10:01 - 11:00
22	76 – 80	5	N	Axle hits counted between 11:01 - 12:00
23	81 – 85	5	N	Axle hits counted between 12:01 - 13:00
24	86 – 90	5	N	Axle hits counted between 13:01 - 14:00
25	91 – 95	5	N	Axle hits counted between 14:01 - 15:00
26	96 – 100	5	N	Axle hits counted between 15:01 - 16:00
27	101 – 105	5	N	Axle hits counted between 16:01 - 17:00
28	106 – 110	5	N	Axle hits counted between 17:01 - 18:00
29	111 – 115	5	N	Axle hits counted between 18:01 - 19:00
30	116 – 120	5	N	Axle hits counted between 19:01 - 20:00
31	121 – 125	5	N	Axle hits counted between 20:01 - 21:00
32	126 – 130	5	N	Axle hits counted between 21:01 - 22:00
33	131 – 135	5	N	Axle hits counted between 22:01 - 23:00

34	136 - 140	5	N	Axle hits counted between 23:01 - 24:00
35	141 - 141	1	A	Footnotes 0= no restrictions
36	142 - 143	2	N	Time interval (60 min)
37	144 - 145	2	N	Record Number
38	146 - 149	4	N	Start time for record (hhmm)
39	150 - 153	4	N	End time for record (hhmm)

Attachment F
ODOT C-Card Data Format (Axle Classification)
Overview
This document contains the file format for 60-minute ODOT Modified C-Cards. Note that there are some minor differences between the TMG C-Card specification and ODOT's version hence the term "ODOT Modified".
C-Card 60-Minute
The 60-minute C-Card file format contains 1 record/line per lane, for each hour of a given day meaning a 4-lane site will have 96 records/lines. The file naming convention for a 60-minute C-Card is:

Daily File:	C[*ssssss*][*mm*][*dd*].[*yy*]	Example:	C0007800430.04
Monthly File:	C[*ssssss*][*mm*]xx.[*yy*]	Example:	C00078004xx.04

In both filename formats **C** represents the data type, **ssssss** represents the 6-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly is used as placeholder.
The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
31	1 – 1	1	A	C
32	2 – 3	2	N	39
33	4 – 9	6	A	Station Number
34	10 – 10	1	N	Dir.
35	11 – 11	1	N	Lane
36	12 – 13	2	N	YY
37	14 – 15	2	N	MM
38	16 – 17	2	N	DD
39	18 – 19	2	N	HH
40	20 – 24	*5*	*N*	Total vol.
41	25 – 29	5	N	Class 1
42	30 – 34	5	N	Class 2
43	35 – 39	5	N	Class 3
44	40 – 44	5	N	Class 4
45	45 – 49	5	N	Class 5
46	50 – 54	5	N	Class 6
47	55 – 59	5	N	Class 7
48	60 – 64	5	N	Class 8
49	65 – 69	5	N	Class 9
50	70 – 74	5	N	Class 10
51	75 – 79	5	N	Class 11
52	80 – 84	5	N	Class 12
53	85 – 89	5	N	Class 13
54	90 – 94	5	N	Class 14
55	95 – 99	5	N	Class 15
56	100 – 100	1	N	Footnotes
57	101 – 102	2	N	Time Interval (min)
58	103 – 104	2	N	Record number
59	105 – 108	4	N	Start time (hhmm)
60	109 – 112	4	N	End time (hhmm)

Attachment G
ODOT D-Card Data Format (Speed)
Overview
This document contains the file format for 60-minute ODOT D-Card.
D-Card 60-Minute
The 60-minute D-Card file format contains 1 record/line per lane, for each hour of a given day meaning a 4-lane site will have 96 records/lines. The file naming convention for a 60-minute D-Card is:

Daily File: D[*ssssss*][*mm*][*dd*].[*yy*]   Example: D0007800430.04
Monthly File: D[*ssssss*][*mm*]xx.[*yy*]   Example: D00078004xx.04

In both filename formats **D** represents the data type, **ssssss** represents the 6-digit station number, **mm** represents the 2-digit month, and **yy** represents a 2-digit year. The **dd** in the daily represents the 2-digit day while **xx** in the monthly is used as placeholder.
The record layout within the file is detailed in the table below.

Item	Columns	Width	Alpha/Numeric	Description
	1 – 1	1	A	D
	2 – 3	2	N	39
	4 – 9	6	A	Station Number
	10 – 10	1	N	Dir.
	11 – 11	1	N	Lane
	12 – 13	2	N	YY
	14 – 15	2	N	MM
	16 – 17	2	N	DD
	18 – 19	2	N	HH
	20 – 24	*5*	*N*	*Total vol.*
	25 – 29	5	N	Speed Bin 1
	30 – 34	5	N	Speed Bin 2
	35 – 39	5	N	Speed Bin 3
	40 – 44	5	N	Speed Bin 4
	45 – 49	5	N	Speed Bin 5
	50 – 54	5	N	Speed Bin 6
	55 – 59	5	N	Speed Bin 7
	60 – 64	5	N	Speed Bin 8
	65 – 69	5	N	Speed Bin 9
	70 – 74	5	N	Speed Bin 10
	75 – 79	5	N	Speed Bin 11
	80 – 84	5	N	Speed Bin 12
	85 – 89	5	N	Speed Bin 13
	90 – 94	5	N	Speed Bin 14
	95 – 99	5	N	Speed Bin 15
	100 – 100	1	N	Footnotes
	101 – 102	2	N	Time Interval (min)
	103 – 104	2	N	Record number
	105 – 108	4	N	Start time (hhmm)
	109 – 112	4	N	End time (hhmm)

Section 8: **Price Adjustment Clause**

Manufacturer price adjustments will be considered one (1) time during the life of the contract, (after the first twelve (12) months, provided that price adjustments cover both upward and downward movement of the commodity price and the adjustment is based on the "pass through" increase or decrease of raw materials and/or labor and/or manufacturer price incentives (not originally considered) which make up all or a substantial part of the product. Adjustments are to be based upon an actual dollar figure, not a percentage. Written request for price adjustment including supportive documentation shall be sent to the Office of Innovation, Partnership, and Energy, 1980 W. Broad St., Columbus, Ohio 43223 for review. 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 vendor and the corresponding increase, and/or copies of correspondence sent by the vendor's supplier on the supplier's letterhead, which contain the above price information and explains the source or the increase in such areas as raw materials, freight, fuel, labor, etc. The Department may accept the price adjustment and amend the contract accordingly, reject the adjustment and continue the contract as is with no change in price, or cancel the contract. The Department will have sole discretion in the approval of any price adjustments. The price adjustment will become effective thirty (30) days from date of the Department's acceptance letter. No increase will be considered within the first twelve (12) months of the contract. The price adjustment clause supersedes references to firm bid found in Section seven of the Standard Terms and Conditions.

Section 9: **Price Lists**

Bids for parts must be submitted on a discount basis. Each bidder shall specify a discount from a published price list. A CD containing a Microsoft Excel or Adobe Acrobat (PDF) file of the prices for the repair parts must be included with the submission of the bid. **Your bid will be considered non-responsive if this price list is not included.**

Section 10: **Award**

Award will be made to the lowest responsive and responsible bidder of Part A of the Traffic Counter Price list. Part A shall include the price of one (1) traffic counter and required software to download, process, and report count data. The software package provided shall include a site license that allows it to be installed at any location chosen by ODOT.

Pricing

Department Price Sheet Must be Submitted on a CD

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

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

OFFICE OF CONTRACTS
PURCHASING SERVICES

INSTRUCTIONS FOR SUBMITTING BIDS

1. The original bid response must be submitted in a sealed envelope (envelope means any type of sealed, opaque container) with the bid number clearly marked on the outside of the envelope. If bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). <u>Failure to submit the bid in a sealed envelope without the bid number clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.</u>

2. The original bid response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to ODOT Purchasing prior to 11:00 a.m., on the scheduled day of opening as listed on the Invitation to Bid (ITB). All bids will be time/date stamped upon receipt by ODOT Purchasing, and such shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids may be submitted or delivered to ODOT Office of Contracts, Purchasing Services section - 1st floor, 1980 W. Broad Street, Columbus, Ohio 43223. Delivery to any other location, does not constitute bid being received by ODOT Purchasing. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, 7:00 a.m. - 4:30 p.m., Monday through Friday, excluding recognized holidays. **Bids with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to ODOT Purchasing. Bidders using "express mail" or similar types of service, should verify with the service as to which address is required to ensure proper delivery of the response to ODOT Purchasing. ODOT will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.

3. The original bid response **with all pages** must be properly completed, signed by the bidder**,** accompanied by copies of all necessary supportive documentation **and returned in its entirety**. The original bid response must contain an authorized original signature of the bidder on the signature page. **If the entire ITB is not submitted with all pages, the bid will be deemed non responsive and ineligible for award.**

4. Any bid received after 11:00 a.m., on the scheduled day of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be returned to the Vendor. Bidders should allow sufficient time for mailing their bids to ensure delivery to ODOT Purchasing prior to the opening time and date. ODOT will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

5. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of ODOT Purchasing. Any bid which is prepared, completed or altered on the premises of ODOT Purchasing shall be immediately disqualified and receive no further consideration for award.

6. Pursuant to Section 5513.01 of the Ohio Revised Code, ODOT Purchasing is required to mail ITBs to Vendors properly registered with ODOT. A copy of the ITB may be obtained by visiting the Office of Contracts during regular business hours. Vendors who wish to become registered to receive ITBs by mail, should contact Purchasing Services Section at (614) 466-3778 or 800-459-3778 for further information.

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

7. Bids shall be publicly opened, at ODOT, starting at 11:00 a.m. on the scheduled date of opening. All bids will be opened and read. Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To expedite and properly respond to such public records requests, a written request should be submitted. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored upon completion of the contract award by the Director of ODOT.

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

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

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

GENERAL DEFINITIONS

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: Ohio Department of Transportation.

2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.

3. BIDDER: The company and/or authorized representative of the company who has signed and is submitting the signed bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.

4. EDGE CERTIFIED: EDGE stands for Encouraging Diversity, Growth and Equity. EDGE is an innovative program to serve socially and economically disadvantaged businesses in Ohio. Reference Ohio Revised Code 123.152. Please visit http://www.ohio.gov for additional information.

5. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.

6. INVITATION TO BID/CONTRACT: All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation of the bidder's response, the Invitation to Bid then becomes the contract between ODOT and the successful bidder, both governed by the laws of the State of Ohio.

7. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.

8. LOWEST RESPONSIVE\RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.

9. MATERIALS: Items or substance of an expendable or non expendable nature from which something can be made, improved or repaired.

10. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

11. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.

12. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.

13. SUPPLIES: Provisions and items normally considered expendable or consumable.

14. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the Director of ODOT, or if such unbalanced prices are contrary to the interest of the department.

15. VENDOR: The bidder who, upon awarding of a contract, becomes the prime Vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

16. SUBVENDOR: An individual, firm or corporation to whom the Vendor sublets part of the contract to be performed.

STANDARD TERMS AND CONDITIONS

1. HEADINGS: The headings used in this Invitation to Bid (hereinafter referred to as an "ITB") are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB standard terms and conditions shall prevail.

2. GOVERNING LAW/SEVERABILITY: The ITB, award and the agreement entered into with the successful bidder (hereinafter referred to as "the Contract)" are governed by the laws of the State of Ohio. If any provision of this Contract, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Contract, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

3. INFORMATION REQUESTED: Bidders shall furnish all information as requested in the ITB. At the discretion of the Director, additional information, necessary for evaluation of the bid, may be attached to the bid and shall be properly identified as being part of the bid. ODOT reserves the right to request literature, or other documentation for clarification, although such may not have been set forth in the ITB. ODOT also reserves the right to require a Vendor to have a complete W-9 on file with the Department prior to a contract being awarded. Failure to provide the required information or a complete W-9 may render the bid invalid.

4. SAMPLES REQUESTED: When requested, samples shall be furnished at bidders' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by bidder's name, the bid number, corresponding item in the bid and bid opening date. ODOT acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by authorized representative of manufacturer, listing the named distributors for whom the samples are provided. Any bidder not appearing on this listing and who has failed to furnish requested samples shall be considered non-responsive. Unless otherwise stated, any sample submitted with the bid shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the bid. When requested in writing, samples not destroyed in testing, shall be returned at the bidder's expense. Samples not so requested shall become the property of ODOT. Unsolicited samples which are submitted, shall be at the bidder's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. ODOT reserves the right to request samples although such may not have been set forth in the ITB.

5. SPECIFICATIONS: ODOT is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of quotes. The Department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification or a combination thereof. If the department determines that a design, performance or a combination specification is not in the best interest of the State, it may use brand name or equal specifications. Where a brand name or equal specification is used, use of brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award.

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

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

<div align="center">

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

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

6. UNIT PRICE GOVERNS: The unit price governs the award unless otherwise specified in the ITB. The unit price must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual unit price shall be deemed non-responsive. Lot prices listed in the unit price area shall be considered as the unit price unless clearly identified as the lot price. Any request to change or alter the price after opening of the bid shall not be allowed. Bidders should review bid pricing carefully, as once a contract is awarded; the Vendor shall be required to deliver the goods or services at the prices quoted. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid or payment thereof.

7. BIDS FIRM: Once opened, all bids are firm and cannot be altered. Once a contract is awarded, the Vendor shall deliver at the prices and terms quoted. The Ohio Department of Transportation shall receive the benefit of any decrease in price during the guaranteed price period. Unless otherwise stated, all bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.

8. MODIFICATION OF BIDS: A bidder may request to modify their bid response prior to the scheduled date and time set for bid opening. If changes or alterations are made to the bid response, the original information must be lined or opaqued out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the bidder. Illegible modifications shall result in disqualification of the items. Failure of the bidder to initial any such modifications may result in disqualification of the items which have been modified. ODOT reserves the right to request written certification from the bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting contract. All documents relating to the modification shall be made a part of the bid file.

9. WITHDRAWAL OF BIDS: **Prior to the scheduled time and date for opening:** A bidder may, by written notice to the Director of ODOT, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening**, a bidder may request to withdraw their bid response from consideration if the price bid is substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the bid price being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw must be sent by fax, email, or certified mail, and received within forty-eight hours after the bid opening date. All requests to withdraw a bid must be placed in writing to the Director of ODOT and no bid may be withdrawn without written approval from the Director of ODOT. The decision to allow a bid to be withdrawn is at the sole discretion of the Director of ODOT. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file. Pursuant to Ohio Revised Code Section 5525.01, the Director may declare forfeited any bid bond associated with a bid if the terms of this paragraph are not met.

10. TAXATION: ODOT is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. ODOT does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

11. REJECTION OF ANY/ALL BIDS: The Director of ODOT reserves the right to accept, or reject, any or all bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided however, that the Director of ODOT determines that this does not affect the amount of the bid or result in a competitive advantage to the bidder.

12.   MULTIPLE AWARD: The Contract shall be awarded to all responsive bidders who meet or exceed the requirements specified in the ITB, pursuant with Section 5513.01 and 5513.02 of the Ohio Revised Code. Bid evaluation and awards are subject to the domestic preference provisions of 41 U.S.C.A. 10a -10d (Buy America), and Sections 125.09 and 125.11 of the Ohio Revised Code (Buy Ohio), and any rules promulgated by the Department of Administrative Services as adopted by ODOT. Unless otherwise stated, the Contract may be awarded, at the sole discretion of the Director of ODOT, as a whole or in part, by item, county or ODOT Geographic District. Bidders may offer cash discounts for prompt payment of invoices, however, such discounts will not be used in determining the final net prices offered. ODOT may take advantage of such discounts, if offered. The Director of ODOT shall award Contracts within a reasonable period of time after the bid opening. **ODOT reserves the right to extend all term contracts 30 days beyond the contract expiration date without notice. ODOT further reserves the right to extend 30 additional days by addendum, with notice and written acceptance from the bidder.**

12A.   DISQUALIFICATION OF BIDDERS: Any of the following reasons may be considered as being sufficient for the disqualifications of a bidder and the rejection of their proposal:

A.   More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B.   Evidence of collusion among bidders.

C.   Bid prices which are in ODOT's opinion unbalanced.

The bid supplied by a disqualified bidder shall be rejected, and the disqualification determination will be used to evaluate the responsibility of the bidder in future ITBs.

The Department will not award a contract for goods or services, funded in whole or in party with Federal funds, to a Vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System http:/www.epls.gov/.

12B   NOT RESPONSIBLE VENDORS: ODOT maintains a list of vendors who have not acted in a responsible manner while doing business with ODOT. This list can be found through the following link:

https://extranet.dot.state.oh.us/groups/purchasing/default.aspx

Bidders are required to disclose any relationship they may have with vendors on the above list. Disclosure of the relationship with the vendors shall include but not be limited to the name of vendor, name of Chief Operating Officer, and address of the vendor.

12C.   DISTRIBUTOR'S DISCLOSURE INFORMATION: Bidders who are not the original manufacturer of the product to be supplied to ODOT are required to supply the name of the original manufacturer. Thus, if the bidder is not the manufacture of the product supplied to ODOT, the bidder should disclose the following: The name, Chief Operating Officer, location, primary phone contact number, and primary vendor contact individual of the manufacturing company. The bidder should also disclose any other relevant information that would allow ODOT to evaluate the product or producer.

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

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

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

14.   NON-ASSIGNMENT OF INTEREST: The Vendor shall not assign any interest, duty or right under the Contract, in whole or in part, without prior written approval from the Director of ODOT.

15. PURCHASE ORDER/PAYMENT CARD REQUIRED: The ODOT is not obligated to purchase any goods or services provided by the Vendor as a result of the award of the contract to the Vendor. An official ODOT purchase order must contain approval signatures of the Office of Budget and Management, the Department of Administrative Services, and the Director of Transportation. The approved purchase order shall authorize the Vendor to provide goods or services listed on the order and will obligate ODOT to pay for such goods or services upon completion of delivery or performance of service by the Vendor. Any order placed, not using an approved ODOT purchase order or payment card, shall not be considered a valid order and may result in denial of payment and/or return of goods at the Vendor's expense.

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

16. DELIVERY/FREIGHT CHARGES: Unless otherwise stated, ODOT shall not be responsible for freight or delivery charges. Prices are to be based upon the products or services being offered F.O.B. destination, freight prepaid by the Vendor to the locations set forth in the ITB or as listed on the purchase order issued pursuant to any contract awarded. Any shipment marked C.O.D. shall be rejected and returned at the Vendor's expense.

17. DELIVERY/INSPECTION, ACCEPTANCE AND AMENDMENTS: Upon delivery of the product/service, ODOT retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, ODOT shall notify the Vendor for removal/replacement of the product or service. ODOT shall retain all rights and remedies as described herein. Wherein products ordered by ODOT are delivered to a facility, which is not owned by ODOT and where ODOT has contracted with this facility to take delivery of products ordered by ODOT, acceptance will occur when the products have been inspected and accepted by ODOT within a reasonable amount of time after delivery to the facility. ODOT shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

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

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

19. CONTRACT REMEDIES:

A. ACTUAL DAMAGES: Vendor is liable to the State of Ohio for all actual and direct damages caused by Vendor's default. The State may substitute supplies or services, from a third party, for those that were to be provided by Vendor. In accordance with Ohio Revised Code §5513.05(c), the State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.

B. LIQUIDATED DAMAGES: If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default for every day that the default is not cured by the Vendor. If Delay of the cure is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole discretion of ODOT.

C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE: The State may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the contract, upon prior written notice issued to the Vendor by the State.

20.   INVOICING & PAYMENT:

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

By Purchase Order Upon delivery of goods or performance of the service, as described on any purchase order placed against the Contract, Vendor shall submit proper invoices within 30 calendar days after ODOT's receipt of goods or services, in quadruplicate, directly to the ordering agency billing office as indicated on the purchase order. A proper invoice is defined as being free from defects, discrepancies, errors or other improprieties and shall include, but may not be limited to:
1)   Vendor's name and address as designated in the Quote.
2)   Vendor's federal E.I. number.
3)   Invoice remittance address as designated in the Quote.
4)   The Purchase Order number authorizing the purchase of goods or services.
5)   Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Quote.
6)   Assessments for load limit violations, non-compliance with specifications, late delivery, and other necessary deductions have been properly applied, etc.

Defective invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

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

B.   Defective Invoices: In the event the Department is in receipt of defective or improper invoices, the Department shall postpone payment pursuant to Section 126.30 of the Ohio Revised Code. Invoices shall be returned to the Vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.

C.   Payment of Invoices: Pursuant to Section 126.30 of the Revised Code, and the applicable rules thereto, all state agencies shall make prompt payment for any goods or services acquired from the Vendor. Upon receipt of a proper invoice, payment, subject to the foregoing provision and, unless otherwise stated, shall be made within thirty (30) calendar days. The Department will make payment to the same company name and Federal tax identification number awarded the contract and mail to the Vendor address indicated in the response to the invitation. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the contract will not be permitted.

D.   Electronic Commerce: The State of Ohio is an active participant in Electronic Data Interchange (EDI). This program will benefit both the state and the Vendor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to conduct all procurement activities through electronic commerce technologies. All Vendors are encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following EDI information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies.

E.   Electronic Data Interchange: EDI is another major piece of the state's electronic procurement model. EDI is presently used for electronic invoicing and payment of large dollar purchases. The program includes the receipt of electronic invoices from Vendors and the transmission of payment and remittance information back to the Vendor. A complete implementation guide for doing business with the State of Ohio using EDI, can be found on the Internet at:

http://www.state.oh.us/ecedi. This guide contains all of the information necessary for a business to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. The state has implemented the purchasing transaction set and Vendors are encouraged to receive the electronic purchase order (850). The state will provide implementation guidelines for this activity which will involve participation by the Vendor. Once you become an EDI trading partner, incorporating additional transaction types will require minimal effort. If you are currently unable to perform EDI and would like to have assistance in establishing capabilities to conduct business with the State of Ohio through this technology, please contact: Greg Miller at (614) 466-3459 or Teria Stelzer at (614) 752-6694.

21.   BREACH OF CONTRACT:

A.   When the Vendor fails to perform its contract obligations or refuses to correct problems identified by department personnel or fails to perform with diligence and adequate effort as required to complete the contract in a timely manner, the Vendor will be declared to be in breach of contract. A Vendor complaint form will be filed by the district with the Office of Contracts, Purchasing Services.

B.   The Vendor shall be given a written notice of its breach of contract by the Department. This notice will clearly state the performance problems that need to be cured. The notice will be sent certified or express mail.

C.   The Vendor shall commence its cure within **ten (10) calendar days** or within a time frame agreed upon by the parties or risk being defaulted.   If the performance problems have not been cured or good faith efforts have not been made within either the **ten (10) calendar day period or another agreed upon time frame,** the Director may declare the Vendor in default.

D.   Pursuant to Section 5513.05 of the Ohio Revised Code the Department may recover from a Vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code incurred by the Department in promptly obtaining the conforming articles.

22.   TERMINATION FOR CAUSE - DEFAULT

A.   When the Vendor is declared to be in default, a written Notice of Default will be faxed and sent certified or express mail to the Vendor and the contract will be terminated.

B.   Once the Vendor has been defaulted and the contract is terminated the Vendor shall cease all work or deliveries. Further, all pay estimates or invoices shall cease until the department conducts a final accounting.

C.   The department may take possession of all materials, supplies and equipment at the project or those stored off site for which the department has paid the Vendor. The department may complete the work by such means as it deems appropriate. The department may also purchase, on the open market, any materials or supplies that have not been delivered by the Vendor.

D.   If the department incurs further expense in completing the work or purchasing materials or supplies on the open market, the excess costs shall be paid by the terminated Vendor.

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

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

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

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

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

26. ANTITRUST: ODOT and the Vendor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT. As consideration for the Award of the Contract, and intending to be legally bound, the Vendor assigns to ODOT all right, title and interest, to all claims and causes of action the Vendor now has or may acquire under state or federal antitrust laws **provided** that the claims or causes of action relate to the goods or services that are the subject of the Contract, and **except** as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to ODOT. Additionally, Vendor warrants that any overcharges resulting from antitrust violations by Vendor's first tier suppliers and sub Vendors shall not be passed on to ODOT.

27. TERMINATION OR SUSPENSION: Any contract awarded as a result of this proposal may be terminated by either party after the expiration of sixty (60) days from the effective date of the contract by giving thirty (30) days prior written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the Vendor do not comply with the terms/specifications in this invitation, the Department of Transportation reserves the right to cancel this contract immediately. Notwithstanding the above, the Department further reserves the right to cancel this contract for the following reasons within the following respective time frames.

    A. TERMINATION FOR FINANCIAL INSTABILITY: ODOT may cancel this contract immediately by written notice to the Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.

    B. CANCELLATION: Any contract awarded in error may be rescinded at the Directors discretion. If cancellation is for the convenience of ODOT, the Vendor will be entitled to compensation for any deliverable that the Vendor has delivered before the cancelation. Such compensation will be the Vendor's exclusive remedy and provided only after a proper invoice is submitted and approved by ODOT.

C.   TERMINATION FOR DELINQUENCY, VIOLATION OF LAW: The State may terminate this Contract by written notice, if it determines that Vendor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Vendor has entered into a repayment agreement with which the Vendor is current.

D.   TERMINATION FOR SUBCONTRACTOR DEFAULT: The State may terminate this Contract for the default of the Vendor or any of its subcontractors.   The Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.

E.   TERMINATION FOR FAILURE TO RETAIN CERTIFICATION: Pursuant to section 125.081 of the Revised Code, the State may set aside a quote for supplies or services for participation only by minority enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Vendor to maintain certification as a MBE. If the Vendor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

F.   SUSPENSION: If Vendor fails to perform any one of its obligations under this Contract, it will be in default and ODOT may suspend rather than terminate this Contract with ODOT believes that doing so would better serve its interests.

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

The notice of suspension, whether with or without cause, will be effective immediately on the Vendor's receipts of the notice. The Vendor will immediately prepare a report and deliver it to ODOT which will include a detailed description of work completed, percentage of project completion, estimated time for delivery of all orders received to date, and costs incurred by the Vendor.

28.   INDEMNIFICATION: The Vendor shall defend, indemnify and hold harmless ODOT for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which arise as a result of the services performed by the Vendor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract. Reference 107.12 the Construction & Materials Specification handbook.

29.   CONFIDENTIALITY: The Vendor acknowledges that some of the information, documents, data, records, or other material provided by ODOT during the performance of the Contract may be of a confidential nature. The Vendor agrees that it will not disclose any information obtained by it as a result of the Contract, without written permission from the Director of ODOT. Further, Vendor agrees to make all reasonable efforts to ensure that no such confidential information is disseminated by its employees. The restrictions herein shall survive termination of the Contract. The Vendor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated.

30.   CONFIDENTIAL DATA: ODOT reserves the right to request additional confidential information, including but not limited to financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, ODOT agrees to retain such information as confidential to the extent permitted by law.

31.   DRUG-FREE WORKPLACE: By virtue of the signature on the last page of this ITB, the bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on state property. Failure to comply will result in immediate termination of any contract awarded and the Vendor will be subject to the provisions as set forth in Paragraph 21.

32.   PATENTS: Section 107.03 concerning patented devices, materials and processes, as stated in the Ohio Department of Transportation Construction and Materials Specifications current issue, is incorporated by reference, as if rewritten herein for this Invitation to Bid. A copy of Section 107.03 is available upon request.

33.   WORKERS' COMPENSATION: Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation. ODOT is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.

34.   PROTEST PROCEDURE:

▪   Pursuant to Ohio Revised Code Section 9.312, an apparent low bidder found not to be responsive or responsible shall be notified of that finding and the reasons for it. The notification shall be given in writing and by certified mail.

▪   Bidder shall have five (5) calendar days after receipt of notification to file a written protest. The Department shall meet with the apparent low bidder or bidders at their option upon the filing of a timely written protest.

▪   No final award shall be made until the Department either affirms or reverses its earlier determination.

35.   TIE BID PROCESS: If two or more bids offer the same unit price and are determined to be responsive and responsible, ODOT will break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items. If a tie still exists, ODOT may repeat this process or look to past or current performance in order to secure the item or items. ODOT will not allow a tie bid situation to otherwise unnecessarily delay a potential award.

36.   DEVIATIONS: Statements or modifications that deviate from the Invitation's terms, conditions, specifications and requirements (such as altering delivery, changing F.O.B., price list changes, etc.) may render the bid non-responsive if the Director determines that the deviation or modification affects the amount of the bid or results in a competitive advantage for the bidder.

37.   FINDING FOR RECOVERY: The Vendor affirmatively represents to the Department that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the Department hereunder shall be immediately repaid to the Department, or an action for recovery may be immediately commenced by the Department for recovery of said funds.

38.   DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION: The Bidder being awarded the Contract must complete the enclosed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA). This form is to certify that the Vendor does not provide material assistance to any organization on the United States, Department of State's terrorist exclusion list. The completion of this form is considered a Condition Precedent for Execution of a Contract. Failure to complete the certification may result in the bidder being deemed not responsive and/or may invalidate any Contract awarded. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the completed form.

39. OHIO ETHICS LAW: In accordance with Executive Order 2007-01S, the Vendor, by signature on this Invitation to Bid, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

    The full text of Executive Order 2007-01S can be downloaded from the ODOT website (Governors Executive Order 2007-01S Ethics Requirements) at: http://www.dot.state.oh.us/policy/.

40. CERTIFICATE FOR DOMESTIC AND OHIO PREFERENCE FORM: Those Bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the enclosed Certificate for Domestic and Ohio Preference Form. Bidders who qualify as an "Ohio" Bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State Bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. Bidders must complete this certification to receive the preference.

41. POLITICAL CONTRIBUTIONS: The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of the Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of the Ohio Revised Code Section 3517.13. The Vendor understands that knowingly making false statement with regard to the aforementioned certification is, in itself, grounds for the rescission of this contract and may result in the loss of other contracts with the State of Ohio.

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

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

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

43. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

44. Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Department. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.

45. This Contract sets forth all understandings between the parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Contract. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Contract.

46. SWEATSHOP FREE CERTIFICATION: The Vendor certifies that all facilities used for the production of the supplies or performance of services offered in the bid are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by the Vendor in furnishing the supplies or services described in this Contract and awarded to the Vendor.

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

47.   018 – SALT CONTRACT ONLY - 19. LATE DELIVERY CHARGE: The Vendor shall be responsible for any and all damages for noncompliance with the delivery schedules set forth in the ITB or any awarded contract. The Vendor shall be required to make delivery of the product or service in accordance with the terms of the contract. Unless prior approval to extend the delivery date has been granted to the Vendor, by the ordering agency, any failure to meet the scheduled delivery date may result in the Vendor being assessed a "late delivery charge." Said late delivery charge shall be either 1% of the value of the Sub-Purchase Order or $50, whichever is greater, for each calendar day beyond the scheduled 7 calendar day delivery date. The Sub-Purchase Order shall be defined as that remaining portion of the Purchase Order that was not delivered on the scheduled delivery date. As time is of the essence, if the Vendor does not deliver the ordered material within 7 days and ODOT is required to move material from one facility to another to meet operational need, the Vendor will be assessed an addition $5.00 per ton for each ton transported. If such delay is caused by ODOT, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole discretion of ODOT. Continued failure to meet scheduled delivery dates may result in the Vendor being found to be in default.

48.   018 – SALT CONTRACT ONLY - FORCE MAJEURE: Neither party shall be liable to the other for any delay or failure of performance, nor shall any such delay or failure constitute a default, where an event of such catastrophic significance, that could not be foreseen in the exercise of ordinary care and which is beyond the reasonable control of the affected party, prohibits the mining or delivering of salt. The Director reserves the discretion to pay the Vendor for unforeseen and unforeseeable events as the Director deems appropriate under the respective circumstances at an amount the Director determines to be reasonable.

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

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

50.   EXECUTIVE ORDER 2010-09S REQUIREMENTS: The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, shall sign and require its subcontractors (if any) to sign the attached "**Standard Affirmation and Disclosure Form,**" and shall perform no services required under this Contract outside of the United States. The Executive Order is incorporated by reference and also is available at the following website: (http://www.governor.ohio.gov/Default.aspx?tabid=1495).

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

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

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

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

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

NOTICE TO VENDORS
ODOT COOPERATIVE PURCHASING PROGRAM

In accordance with Ohio Revised Code Section 5513.01 (B), the Director of Transportation may permit any political subdivision to participate in selected contracts into which the Ohio Department of Transportation has entered for the purchase of certain machinery, materials, supplies or other articles.

The Ohio Department of Transportation may permit political subdivisions in Ohio to participate in this term contract. Section 5513.01 (B) defines "political subdivision" as any County, Township, Municipal Corporation, Conservancy District, Township Park District, Park Districts created under Chapter 1545 of the Revised Code, Port Authority, Regional Transit Authority, Regional Airport Authority, Regional Water and Sewer District, County Transit Board and State University or College as in Division (A)(1) of Section 3345.32 of the Revised Code, County Boards of Mental Retardation and Developmentally Disabled (MR/DD), the Ohio Turnpike Commission, and other agencies of the state as appropriate and by agreement; collectively "governmental entities." Therefore, vendors may receive purchase orders from these political subdivisions to participate in a contract awarded pursuant to this Invitation for Bid.

The Office of Contracts shall notify the successful vendor, under this contract, of the name of the political subdivision or other governmental entity that has been authorized by the Director of Transportation to participate in this contract. The responsibilities and obligations of the Ohio Department of Transportation shall cease at this point.

The vendors shall then deal directly with the political subdivision or governmental entity that has been authorized to participate in this contract. All orders placed by a political subdivision shall then be filled in accordance with the terms and conditions of that particular contract.

All invoices for such purchases shall be sent directly by the vendor to the political subdivision's or governmental entity's billing address. Invoices for these political subdivisions or governmental entities which are sent to the State of Ohio will be returned to the vendor.

All purchases made under the ODOT Cooperative Purchasing Program and Section 5513.01 (B) are the responsibility of the political subdivision or governmental entity and the vendor. The political subdivision or governmental entity must agree, to the extent allowed by law, to release and forever discharge the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the political subdivision or governmental entity may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Purchases made from this contract can only be made from the awarded vendor.

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

**CERTIFICATE FOR DOMESTIC AND OHIO PREFERENCE FORM
BUY AMERICA & BUY OHIO**

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Section 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 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.

1. Buy America, Domestic Preference
    a. The product/service being offered are mined, raised, grown, produced or manufactured in one of the following countries. ☐ Yes ☐ No

        ☐ United States: _____(state) ☐ Canada ☐ Mexico

    b. 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 State. 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 ☐ No

    c. 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)

2. The product/services being offered are raised, grown, produced, mined or manufactured in Ohio. ☐ Yes ☐ No

    a. If YES, please list where in Ohio the product is raised, grown, mined, or manufactured.
        _____

3. If the product is not raised, grown, mined, or manufactured in Ohio, the bidder must have a significant economic presence within the State of Ohio.

    a. Bidder pays the required taxes due the State of Ohio. ☐ Yes ☐ No
    b. Bidder is registered with the Ohio Secretary of State. ☐ Yes ☐ No
    c. Bidder has ten or more employees based in Ohio. ☐ Yes ☐ No
    d. Bidder has seventy-five percent or more employees based in Ohio. ☐ Yes ☐ No

4. Does the Bidder have facilities in one or more of the qualifying border states? ☐ Yes ☐ No
    ☐ Indiana ☐ Kentucky ☐ Michigan ☐ New York ☐ Pennsylvania

    a. The product/services being offered are raised, grown, produced or manufactured in the border state. ☐ Yes ☐ No
    b. Bidder has ten or more employees based in the border state. ☐ Yes ☐ No
    c. Bidder has seventy-five percent or more employees based in the border state. ☐ Yes ☐ No
    d. Mined products are mined in one or more of the following border states. ☐ Yes ☐ No
        ☐ Kentucky ☐ Michigan ☐ New York ☐ Pennsylvania

Note: Questions 1-4 above must be answered in full to qualify for the "Buy Ohio" preference, and to determine if products offered are made in the U.S.A.

This form replaces the former ODOT "Buy Ohio Affidavit". Signatures are not required. Notarization is not required.

DISTRICT MAP
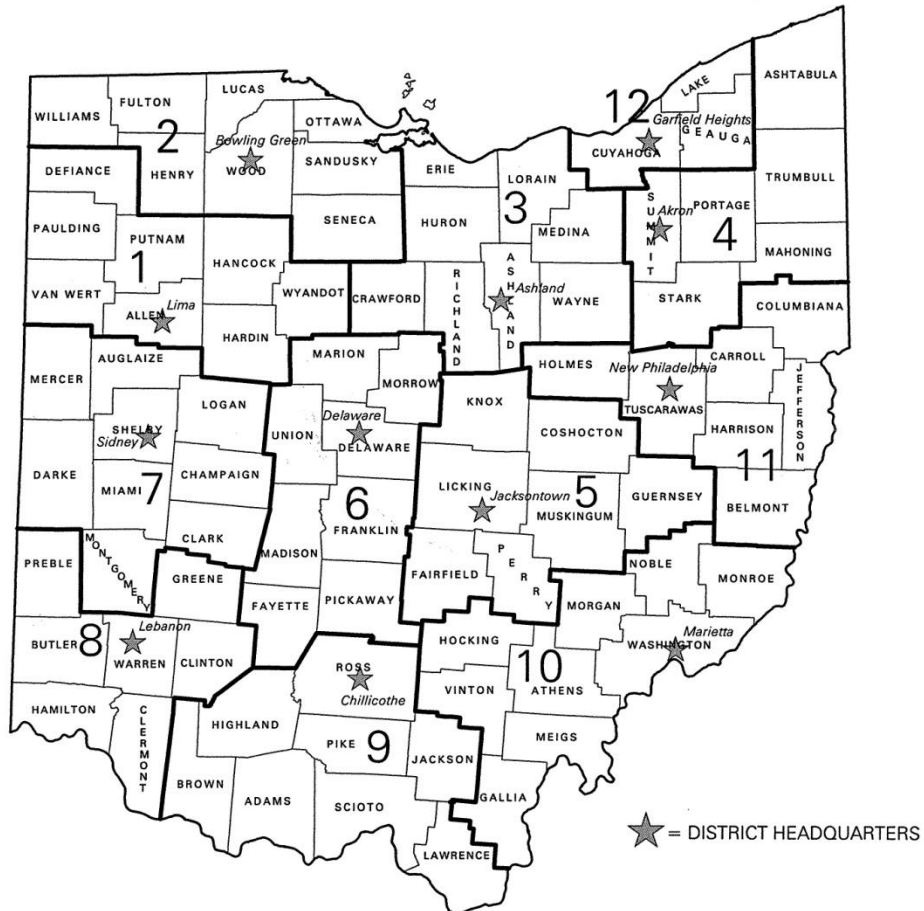
District	District Deputy Director, District Address	Telephone No.
1	1885 N. McCullough, Lima, Ohio 45801	419-222-9055
2	317 East Poe Road, Bowling Green, Ohio 43402	419-353-8131
3	906 North Clark St., Ashland, Ohio 44805	419-281-0513
4	2088 S. Arlingon Rd., Akron, Ohio 44306	330-786-3100
5	9600 Jacksontown Road, P.O. Box 306, Jacksontown, Ohio 43030	740-323-4400
6	400 East Williams St., Delaware, Ohio 43015	740-363-1251
7	1001 St. Mary's Ave, P.O. Box 969, Sidney, Ohio 45365	937-492-1141
8	505 South State Rt. 741, Lebanon, Ohio 45036	513-932-3030
9	650 Eastern Ave., P.O. Box 467, Chillicothe, Ohio 45601	740-773-2691
10	338 Muskingum Drive, Marietta, Ohio 45750	740-373-0212
11	2201 Reiser Ave SE, New Philadelphia, Ohio 44663	330-339-6633
12	5500 Transportation Boulevard, Garfield Heights, Ohio 44125-5396, Mail: Box 258003, Garfield Heights, Ohio 44125-8003	216-581-2100

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

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

SIGNATURE PAGE
Invitation No: 225-11

Title: Permant & Portable Traffic Counters

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

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

Date: _____

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

_____
Type or print name shown above

_____
Title of Officer Signing

_____
Name of Company

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

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

Attn: Thomas P. Pannett
Administrator
Office of Contracts
1980 W. Broad Street, 1st floor
Columbus, Ohio 43223

Ohio Department of Public Safety
Division of Homeland Security
http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

LAST NAME	FIRST NAME	MIDDLE INITIAL
HOME ADDRESS		

CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

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

BUSINESS/ORGANIZATION NAME
BUSINESS ADDRESS

CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

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

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

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

    ☐ Yes ☐ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

    ☐ Yes ☐ No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

    ☐ Yes ☐ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

    ☐ Yes ☐ No

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

CERTIFICATION

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

X _____   _____
                    Signature   Date

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principal location of business of Contractor:

    _____   _____
    (Address)   (City, State, Zip)

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

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

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

2. Location where services will be performed by Contractor:

    _____   _____
    (Address)   (City, State, Zip)

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

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

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

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

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

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

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

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

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

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

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

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

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

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